

UNITED STATES DEPARTMENT OF THE INTERIOR
U.S. FISH AND WILDLIFE SERVICE
CONVEYANCE OF EASEMENT FOR WATERFOWL MANAGEMENT RIGHTS

PREPARED BY:
FISH & WILDLIFE SERVICE
P.O. BOX 1514
ABERDEEN, SD 57401-1514
605 - 226 - 7587

THIS INDENTURE, by and between Ronald Bornemann and Beverly Bornemann, his wife; Earl H. Bornemann and Marilyn A. Bornemann, his wife, all of Eureka, South Dakota; Alfred Fischer and Leona Fischer, his wife of Watertown, South Dakota; Alvin Fischer, a single person, of Aberdeen, 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, the Migratory Bird Hunting and Conservation Stamp Act, 16 U.S.C. 718d(c); 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; and the Land and Water Conservation Fund Act, 16 U.S.C. 4601-9(a)(1), authorize 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 Six Thousand Four Hundred Seventy Five-- Dollars (\$6,475.00), 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 9 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 ingress to and egress on, over, across and through any and all lands as described below 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. 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 McPherson County, State of South Dakota, to-wit:

T. 127 N., R. 72 W., 5th P.M.
sec. 19, lots 2,3, & 4, SE $\frac{1}{4}$ NW $\frac{1}{4}$
T. 127 N., R. 73 W., 5th P.M.
sec. 15, W $\frac{1}{2}$ NE $\frac{1}{4}$, S $\frac{1}{2}$
sec. 23, N $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$

Date Recorded: 2-1-96
Book 41MR
Page 435-41

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 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, 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 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 of 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. Earl H. Bornemann, HCR 3, Box 68, Eureka, SD 57437 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. Check shall be drawn in favor of Ronald Bornemann and Earl H. Bornemann

IN WITNESS WHEREOF the parties of the first part have hereunto set their hands and seals this 7th day of April, 1995.

<u>Ronald Bornemann</u> (L.S.)	<u>Beverly Bornemann</u> (L.S.)
Ronald Bornemann	Beverly Bornemann
<u>Earl H. Bornemann</u> (L.S.)	<u>Marilyn A. Bornemann</u> (L.S.)
Earl H. Bornemann	Marilyn A. Bornemann
<u>Alfred Fischer</u> (L.S.)	<u>Leona Fischer</u> (L.S.)
Alfred Fischer	Leona Fischer
<u>Alvin Fischer</u> (L.S.)	_____ (L.S.)
_____ (L.S.)	_____ (L.S.)
_____ (L.S.)	_____ (L.S.)

ACKNOWLEDGMENT

STATE SOUTH DAKOTA)
COUNTY OF McPherson) ss

On this 7th day of April, 1995 before me personally appeared Ronald Bornemann and Beverly Bornemann, his wife; Earl H. Bornemann and Marilyn A. Bornemann

, his wife, known to me to be the person(s) described in and who executed the foregoing instrument and acknowledged to me that they (he/she) executed the same as their (his/her) free act and deed.

(SEAL) **ROGER J. TURNQUIST**
SEAL NOTARY PUBLIC SEAL
SOUTH DAKOTA
My Commission expires 2-18-2003

Roger J. Turnquist
Notary Public
My commission expires: _____

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 DEC 12 1995, 19____.

THE UNITED STATES OF AMERICA

By: /s/ HARVEY L. WITTMIER
Title: CHIEF, DIVISION OF REALTY
U.S. Fish and Wildlife Service

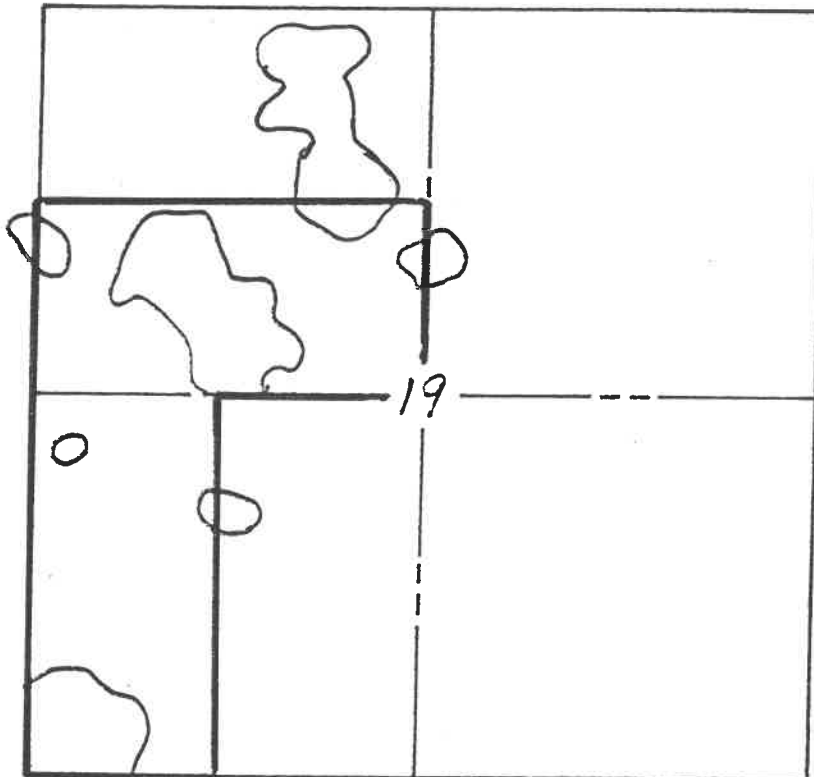
UNITED STATES DEPARTMENT OF THE INTERIOR
U.S. FISH AND WILDLIFE SERVICE
EXHIBIT "A"

Map 1 of 3

TRACT 642X,2,3

WATERFOWL PRODUCTION AREA McPherson COUNTY, STATE OF South Dakota
EASEMENT AUTHORIZED BY MIGRATORY BIRD HUNTING STAMP ACT OF MARCH 16, 1934, AS AMENDED.
T. 127 N., R. 72 W., 5th PRINCIPAL MERIDIAN

sec. 19, lots 2,3, & 4, SE $\frac{1}{4}$ NW $\frac{1}{4}$



Scale: 4 Inches = 1 Mile

This map delineates wetlands referred to in the easement conveyance dated 4-7-95 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.

LEGEND

Boundary of Easement Description

Wetlands covered by provisions of the easement

Nonfunctional drainage facilities which the landowner agrees NOT to repair or clean out

Ronald Borneman
Landowner Signature

Prepared by: Roger Turnquist Date: 4-6-95

DEPARTMENT OF THE INTERIOR
 U. S. FISH AND WILDLIFE SERVICE
 BUREAU OF SPORT FISHERIES AND WILDLIFE
 CONVEYANCE OF EASEMENT FOR WATERFOWL MANAGEMENT RIGHTS 167X

THIS INDENTURE, by and between **Gotthilf Mehlhaff aka Gotthilf Mehlhaf and Lydia G. Mehlhaff, his wife, of Eureka, 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 **four hundred ninety** Dollars (\$490.00), 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. 126 N., R. 73 W., 5th PM. McPherson County, South Dakota
 sec. 13, S4SW4;
 sec. 24, E4, NE4SW4.**

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 **Gotthilf Mehlhaff** at **Eureka, South Dakota 57437** 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.

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 **21st** day of **February**, 19**68**.

/s/ Gotthilf Mehlfaff (L.S.)
Gotthilf Mehlfaff

/s/ Lydia G. Mehlfaff (L.S.)
Lydia G. Mehlfaff

____ (L.S.)

____ (L.S.)

____ (L.S.)
(Witness)

____ (L.S.)

ACKNOWLEDGEMENT

STATE South Dakota)
COUNTY OF McPherson) ss

On this **21st** day of **February**, in the year **1968**, before me personally appeared **Gotthilf Mehlfaff** and **Lydia G. Mehlfaff**, 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.

/s/ Herman L. Fettig

Notary Public

(Official Title)

(SEAL)

SEAL AFFIXED

My commission expires **April 2 1971**

ACCEPTANCE

This indenture is accepted on behalf of the United States this _____ day of **APR 1 1968**, 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 .

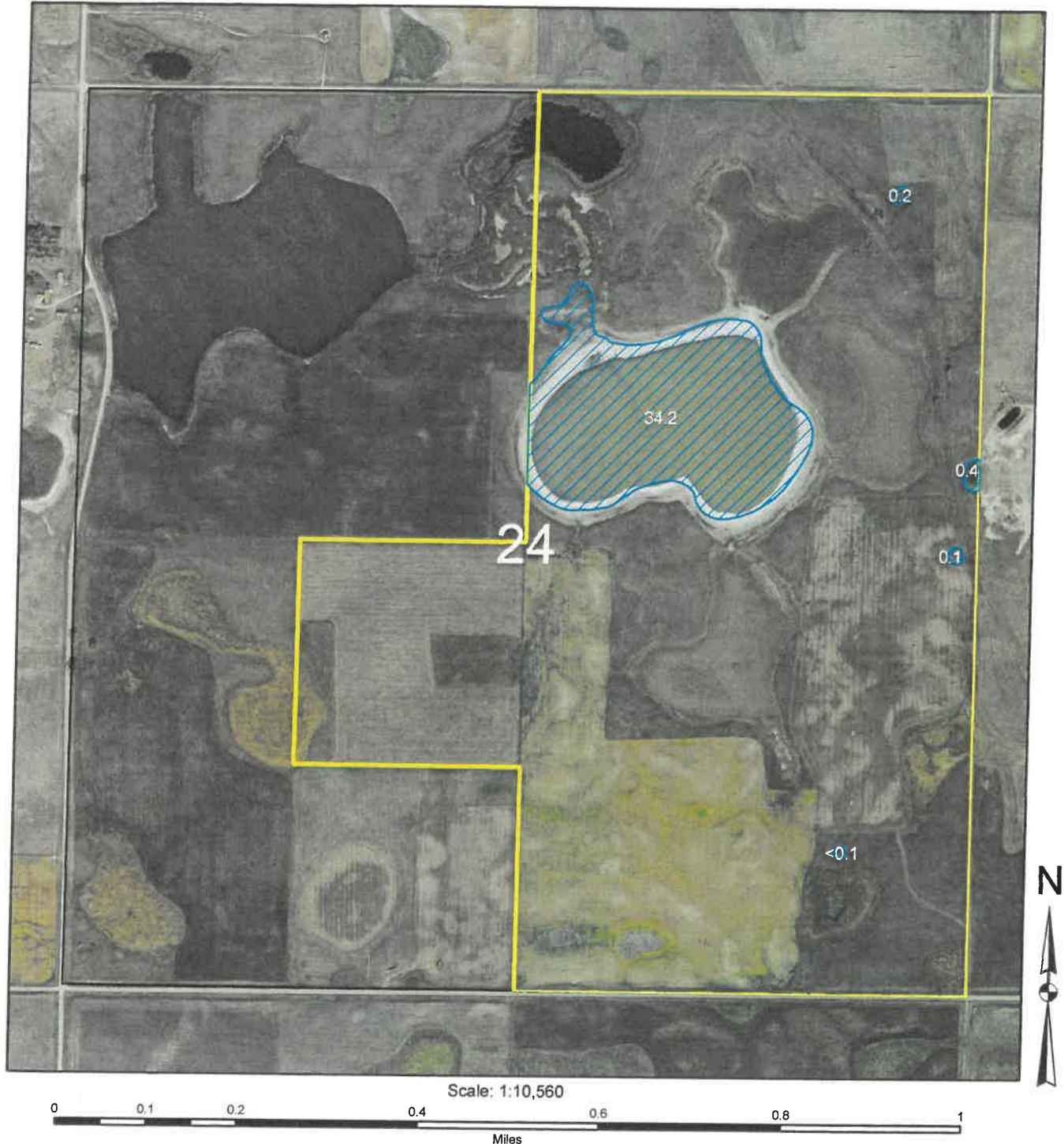
By /s/ W. P. Schaefer
W. P. Schaefer
Acting Regional Director
(Title) _____
Bureau of Sport Fisheries and Wildlife

167X




T 126 N. R 73 W.

SECTION 24, E1/2, NE1/4SW1/4

McPherson 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

UNITED STATES DEPARTMENT OF THE INTERIOR

U. S. FISH AND WILDLIFE SERVICE

CONVEYANCE OF EASEMENT FOR WATERFOWL MANAGEMENT RIGHTS

384X-2,3

THIS INDENTURE, by and between Edwin Wolff also known as Edwin C. Wolff and Alyce Wolff, his wife, of Huron, 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 (\$ 2,500.00) 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 McPherson County, State of South Dakota, to wit:

T. 126 N., R. 72 W., 5th P.M.
sec. 22, SW $\frac{1}{4}$;
sec. 27, W $\frac{1}{2}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$;
sec. 29, W $\frac{1}{2}$ SW $\frac{1}{4}$.

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.

14-16-0006-78-337

2. Notice of acceptance of this agreement shall be given the parties of the first part by certified mail addressed to

at **Mr. Edwin C. Wolff**
Bureau, South Dakota 57437

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.

~~The check for the easement consideration will be made payable to the~~
~~Former Home Administration and the landowners, 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.~~

IN WITNESS WHEREOF the parties of the first part have hereunto set their hands and seals this

29 day of **April**, 19 **77**

/s/ Edwin Wolff (L.S.) _____ (L.S.)
Edwin Wolff also known as

/s/ Edwin C. Wolff (L.S.) _____ (L.S.)
Edwin C. Wolff

/s/ Alyce Wolff (L.S.) _____ (L.S.)
Alyce Wolff

_____ (L.S.) _____ (L.S.)

ACKNOWLEDGMENT

STATE South Dakota }
COUNTY OF McPherson } ss

On this **29** day of **April**, in the year **1977**, before me personally appeared

Edwin Wolff also known as Edwin C. Wolff and Alyce Wolff

, 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.

/s/ Cecil E. Keisacher

(SEAL)

SEAL AFFIXED

Notary Public
(Notary Public)

My commission expires September 18, 1983

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 8** 19**77**

THE UNITED STATES OF AMERICA

(Sgd.) Harvey Willoughby

By _____

Regional Director

(Title) _____

U. S. Fish and Wildlife Service

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

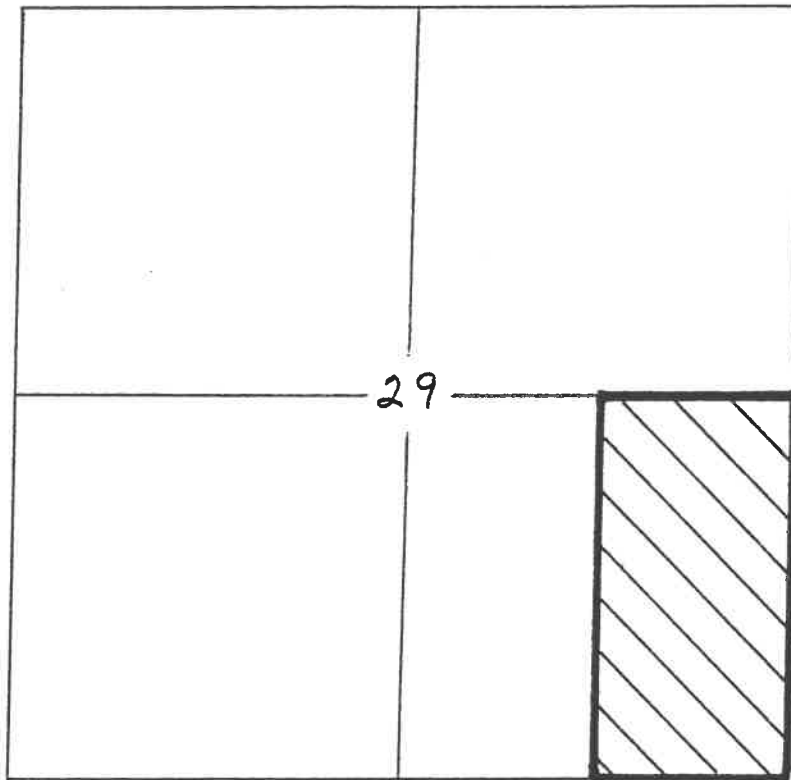
Map 3 Of 3

TRACT 666G,1

WILDLIFE MANAGEMENT AREA McPherson COUNTY, STATE OF SOUTH DAKOTA

T. 126 N., R. 72 W., 5th PRINCIPAL MERIDIAN

sec. 29, E $\frac{1}{2}$ SE $\frac{1}{4}$



Scale: 4 Inches = 1 Mile

This map delineates lands referred to in the easement conveyance dated 11-17-95 which the parties of the first part agree to maintain as a Wildlife Management Area.

LEGEND


Landowner Signature



Boundary of Easement Description

Lands covered by provisions of the easement

Prepared by: Roger Turnquist Date: 11-16-95

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

FO BIR 100
ADL/DEM, SD 57201-10
605 + 225 + 7537

THIS INDENTURE, by and between Shonda Rau and Todd Rau, her husband, of Java,
South Dakota

July 13, 1996
42 MR
73-77

hereinafter referred to as Grantors, and the UNITED STATES OF AMERICA, hereinafter referred to as United States, acting by and through the Secretary of the Interior or his authorized representative.

WITNESSETH:

WHEREAS, the Migratory Bird Hunting and Conservation Stamp Act, 16 U.S.C. 718d(c); 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; and the Land and Water Conservation Fund Act, 16 U.S.C. 460 1-9(a)(1), authorize the Secretary of the Interior to acquire lands and waters or interests therein for the development, advancement, management, conservation, and protection of fish and wildlife 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 Sixteen Thousand Two Hundred--
Dollars (\$16,200.00), the Grantors hereby grant to the United States, commencing with the acceptance of this indenture by the Secretary of the Interior or his authorized representative, 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 McPherson County, State of South Dakota, to-wit:

T. 126 N., R. 72 W., 5th P.M.
sec. 22, S 924' of the SW $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$
sec. 27, NW $\frac{1}{4}$ NE $\frac{1}{4}$
sec. 29, E $\frac{1}{2}$ SE $\frac{1}{4}$

This easement covers some of the same land area described in a conservation easement dated April 21, 1994 and recorded in Book 75, Page 628. All terms and conditions of said conservation easement shall remain unchanged as stated therein.

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.

The conveyance hereunder shall be effective on the date of the execution of this Indenture by the Secretary of the Interior or his authorized representative; 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 person 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 Grantor 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 of the Interior or his authorized representative, 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

Mrs. Shonda Rau, HCR 1, Box 37, Java, SD 57452

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. 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 Grantors have hereunto set their hands and seals this 17th day of November, 1980.

Shonda Rau (L.S.)
Shonda Rau (L.S.)

Todd Rau (L.S.)
Todd Rau (L.S.)

ACKNOWLEDGMENT

STATE SOUTH DAKOTA
COUNTY MAC PHERSON)SS

COUNTY MAC PHERSON)SS
)

On this 17 day of November in the year 1995 before me personally appeared

Shonda Rau and Todd Rau, her husband

known to me to be the persons(s) described in and who executed the foregoing instrument and acknowledged to me that they (he/she) executed the same as their (his/her) free act and deed.

(SEAL)

ROGER J. TURNQUIST
SEAL NOTARY PUBLIC SEAL
SOUTH DAKOTA

SEAL NOTARY PUBLIC SEAL

SOUTH DAKOTA

My commission expires

My Commission expires 2-18-2003

Loren J. Tenzel
Notary Public
2-18-2003

Notary Public

2-18-2003

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 _____, 19____.

JUN 25 1961

UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
HARVEY L. WITTMER

DEPARTMENT OF THE INTERIOR

DEPARTMENT OF THE INTERIOR
HARVEY L. WITKOFF

By:

CHIEF, DIVISION OF REALTY

Title:

U.S. Fish and Wildlife Service

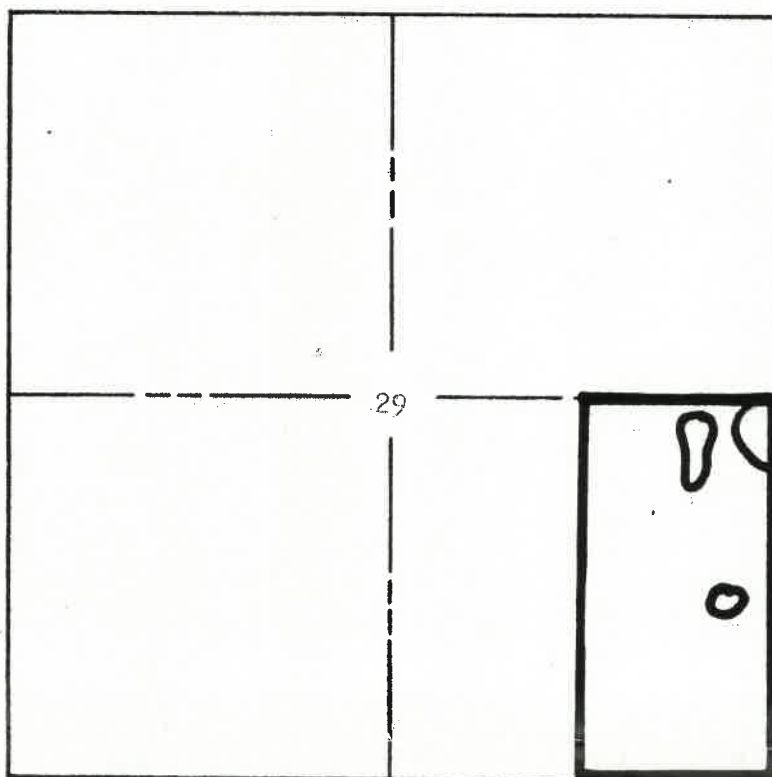
UNITED STATES DEPARTMENT OF THE INTERIOR
FISH AND WILDLIFE SERVICE

EXHIBIT "A"

Map 3 of 3

TRACT (384X-2,3)
WOLFF, EDWIN C.
WATERFOWL PRODUCTION AREA MCPHERSON COUNTY, STATE OF SOUTH DAKOTA
EASEMENT AUTHORIZED BY MIGRATORY BIRD HUNTING STAMP ACT OF MARCH 16, 1934,
AS AMENDED.

T. 126 N., R. 72 W., 5th PRINCIPAL MERIDIAN
sec. 29, E₁SE₄.



Scale: 4 Inches = 1 Mile

This map delineates wetlands referred to in the easement conveyance dated 4/29/77 which the parties of the first part agree to maintain as a waterfowl production area. The lands covered by this conveyance include any enlargements of the delineated wetland areas resulting from normal or abnormal increased water.

Edwin C. Wolff
Landowner Signature

LEGEND

—————

Boundary of Easement Description



Wetlands covered by provisions of the easement



Nonfunctional drainage facilities which the landowner agrees NOT to repair or clean out

Prepared by: C.E. Kelsacker Date: 4/29/77

17 Edwin Wolf
Recorded 5-12-74
Book 75 Page 628

UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION

QUITCLAIM DEED

The UNITED STATES OF AMERICA, acting through the Administrator of the Farmers Home Administration, United States Department of Agriculture, CONVEYS and QUITCLAIMS to Shonda Rau, a married person, RCR 1, Box 37, Java, South Dakota 57452

, Grantee, for the sum of One-hundred Ten Thousand and 00/100 Dollars
(\$110,000.00)

all interest in the following described real estate situated in the County of McPherson

State of South Dakota

, to-wit:

Township 126 North, Range 72, West of the 5th P.M.

Section 22: SE1/4; W1/2NE1/4; NW1/4

Section 27: E1/2NW1/4; W1/2NE1/4; NW1/4SE1/4; S1/2SW1/4

Section 29: E1/2SE1/4

McPherson County, South Dakota

No relationship between Grantor(s) and Grantee(s).

* * * * *

Exempt from transfer fee under SDCL 43-4-22(2).

Together with all water and water rights, ditches and ditch rights, used thereon or appurtenant thereto.

Subject to Conservation Easement Reservation in the United States attached to this deed.

Subject to exceptions and reservations contained in patents from the United States.

Subject to existing easements for roads, highways, ditches, canals, laterals, and power and transmission lines.

Credit sale - Subject to the purchase money mortgage to be executed simultaneously with the delivery of this deed by the Grantees herein in favor of the United States of America, acting through the Farmers Home Administration. The mortgage is to secure the \$110,000.00 owing on the purchase price of the land hereby conveyed. Terms of sale will be paid in 41 installments of principal and interest at the FmHA interest rate in effect at this time with any balance on this credit sale to be paid in full no later than the 40th anniversary of this loan. The delivery of this quitclaim deed is conditioned upon the simultaneous execution and delivery to the United States of said security instrument by the Grantees herein:

This deed is executed and delivered pursuant to the provisions of Section 335 of the Consolidated
arm and Rural Development Act (75 Stat. 307; 7 USC 1985), as implemented by

authority set forth in 7 CFR 1900, Subpart A.

No member of Congress shall be admitted to any share or part of this deed or to any benefit that may arise therefrom.

Dated April 21, 1994

UNITED STATES OF AMERICA (Grantor)

By Dallas Tonsager
DALLAS TONSAGER, State Director
Farmers Home Administration
United States Department of Agriculture

In the presence of:

ACKNOWLEDGMENT

STATE OF SOUTH DAKOTA)
COUNTY OF BEADLE) ss:

On this 21st day of April, 1994, before me, the undersigned duly qualified
and acting Notary Public in and for said County and State, personally appeared
Dallas Tonsager, to me known to be the person whose name is subscribed to the
aforegoing instrument as the State Director for the State of South Dakota of the
Farmers Home Administration of the United States Department of Agriculture, and
acknowledged to me that he signed, executed and delivered the said instrument in
the capacity therein stated, as his free and voluntary act and deed, and as the
free and voluntary act and deed of the United States of America, for the uses
and purposes and consideration therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this
day and year last above written.

E A L)

Ellen S. Casper
Notary Public for the State of South Dakota

commission expires:

June 2, 1997

CONSERVATION EASEMENT RESERVATIONS IN THE UNITED STATES

By this instrument there is reserved in the UNITED STATES OF AMERICA, its successors and assigns, a perpetual conservation easement on the property conveyed by this deed.

This easement is under the authority and in furtherance of the provisions of federal law, including sections 331 and 335 of the Consolidated Farm and Rural Development Act (7 U.S.C. 1981 and 1985) as amended. The restrictions and covenants contained in this easement constitute a perpetual servitude on and run with the property. The Grantee and all successors and assigns ("landowner") under this deed covenant with the United States to do or refrain from doing, severally and collectively, the various acts mentioned later in this easement. The United States is reserved the rights enumerated in this easement for itself and its successors, agents and assigns.

I. DESCRIPTION OF THE EASEMENT AREA.

The area subject to this Conservation Easement, referred to herein as the "easement area" are located within the following described legal subdivision in McPherson County, State of South Dakota. The easement boundaries are further delineated on the map(s) attached hereto identified as Exhibit "A".

Southeast One-quarter (SE1/4) and the West One-half of the Northeast One-quarter (W1/2NE1/4) of Section Twenty-two (22) and the Northwest One-quarter of the Southeast One-quarter (NW1/4SE1/4) and the South One-half of the Southwest One-quarter (S1/2SW1/4) and the West One-half of the Northeast One-quarter (W1/2NE1/4) and the East One-half of the Northwest One-quarter (E1/2NW1/4) of Section Twenty-seven (27) Township One-hundred Twenty-six (126) North, Range Seventy-two (72) West of the 5th Principal Meridian with the easement area delineated on Exhibit "A" Maps consisting of 47.9 acres more or less.

II. COVENANTS BY THE LANDOWNER.

A. No dwellings, barns, outbuildings or other structures shall be built within the easement area.

B. The vegetation or hydrology of the described easement area will not be altered in any way or by any means or activity on the property conveyed by this deed, or property owned by or under the control of the landowner, including: (1) cultivation; (2) harvesting wood products; (3) burning; (4) placing of refuse, wastes, sewage, or other debris; (5) draining, dredging, channeling, filling, discing, pumping, diking, impounding and related activities; or (6) diverting or affecting the natural flow of surface or underground waters into, within, or out of the easement area. The landowner shall have the right to graze domestic livestock and harvest hay by cutting or mowing, in accordance with a management plan jointly developed and agreed to by the U.S. Fish and Wildlife Service and the Soil Conservation Service (prior to the disposal of the property from inventory), provided:

(1) hay cutting or mowing is provided for in the management plan and is limited to once annually between July 15 and September 1 with the actual scheduled date set to ensure that there is adequate regrowth of vegetation to provide winter cover and early spring nesting cover;

(2) grazing is provided for in the management plan and does not exceed 25 percent Harvest Efficiency in any given year and ensures adequate regrowth of vegetation to provide winter cover and early spring nesting cover;

(3) the timing and intensity of hay cutting or mowing and of grazing shall provide for the protection and restoration of wetlands functions and values as the overriding easement purpose and the purpose of the management plan including the prohibition of both where woody vegetation is to be maintained or established; and,

(4) any subsequent changes to the timing and intensity of hay cutting or mowing and of grazing provided for in the management plan at the (time of property disposal from inventory) shall require the joint approval of the U.S. Fish and Wildlife Service of the U.S. Department of the Interior, Soil Conservation Service of the U.S. Department of Agriculture, and the landowner.

C. Notwithstanding the provisions of paragraph II-B above, the landowner shall be responsible for compliance with all federal, state and local laws for the control of noxious or other undesirable plants on the easement area. The responsibility for such plant control may be assumed in writing by and at the option of the easement manager either where the control or manipulation of such plants is deemed by the easement manager to affect easement management programs or policies.

III. RIGHTS RESERVED IN THE UNITED STATES.

The United States, on behalf of itself, its successors or assigns, reserves and retains the right, at its sole discretion, to manage the easement area including the following authorities:

A. The right of reasonable ingress and egress on and across the property conveyed by this deed as of the date of this instrument, whether or not adjacent or appurtenant to the easement area, for access to the easement area in order to conduct wetlands management, monitoring, and easement enforcement activities. The easement manager may utilize vehicles and other reasonable modes of transportation for access purposes overland or on any right of way described in paragraph I. In the event that the use of the described access right of way over the property conveyed by this deed is not practical for any reason, the easement manager may utilize any convenient route of access to the easement area over said property. With the concurrence of the easement manager, the landowner may provide a designated route for such access to and from the easement area so that damage to farm operations can be reasonably avoided.

B. The right to install, operate, and maintain structures for the purpose of re-establishing, protecting, and enhancing wetlands functional values including the taking of construction materials to and from said sites.

C. The right to establish or re-establish vegetation through seedings, plantings, or natural succession.

D. The right to manipulate vegetation, topography and hydrology on the easement area through diking, pumping, water management, excavating, island construction, burning, cutting, pesticide application, fertilizing, and other appropriate practices.

E. The right to conduct predator management activities.

IV. EASEMENT MANAGEMENT AND ADMINISTRATION.

A. All right, title and interests of the United States in this easement are assigned to the Secretary of the Interior for administration by the United States Fish and Wildlife Service as part of the National Wildlife Refuge System pursuant to the National Wildlife Refuge System Administration Act, 16 U.S.C. 668dd et seq. The U.S. Fish and Wildlife Service may enforce all the terms and conditions of this easement, along with exercising all rights and powers reserved in this easement through such general or specific regulations or orders as have been or may be, from time to time, promulgated under the authority of the Secretary of the Interior. Notwithstanding the above rights in paragraph III retained by the United States, the U.S. Fish and Wildlife Service may permit the landowner to pursue such activities on said sites as would be consistent with the preservation and enhancement of wetlands functional values.

B. As used in this easement, the term "easement manager" shall refer to the authorized official of the U.S. Fish and Wildlife Service.

V. GENERAL PROVISIONS.

A. The agreed upon purposes of this reservation are the protection and restoration of the wetland areas existing as of the date of this conveyance as well as protection and enhancement of plant and animal habitat and populations. A "wetland" is defined and determined by the Soil Conservation Service of the U.S. Department of Agriculture in accordance with Title XII of the Food Security Act of 1985 (16 U.S.C. 3801 et seq.). Any ambiguities in this easement shall be construed in a manner which best effectuates wetland protection and restoration and fish and wildlife purposes.

B. Any subsequent amendment to or repeal of any federal law or regulations which authorizes this reservation shall not affect the rights reserved by the United States or subsequently held by its successors or assigns.

C. For purposes of this easement, wetland management rights reserved by the United States include, but are not limited to, inspection for compliance with the terms of this easement; research regarding water, wetlands, fish and wildlife and associated ecology; and any other activity consistent with the preservation and enhancement of wetland functional values.

D. The United States, its successors and assigns, including the easement manager, shall have the right to make surveys, take photographs and prepare such other documentation as may be necessary or desirable to administer the provisions of this easement. Any such map, plat or other suitable document may be recorded in the land records of the respective county in which the property is located.

E. The easement reservation does not authorize public entry upon or use of land.

F. The landowner and invitees may hunt and fish on the easement area in accordance with all federal, state, and local game and fishery regulations.

G. This easement shall be binding on the landowner, and the landowner's heirs, successors or assigns. The landowner covenants to warrant and defend unto the United States, its successors or assigns, the quiet and peaceable use and enjoyment of the land and interests in the land constituting this reservation against all claims and demands.

H. The easement manager shall be the agent of the United States or its successors or assigns. The easement manager shall have all discretionary powers of the United States under this easement. In the performance of any rights of the easement manager under this easement, the easement manager may permit, contract or otherwise provide for action by employees, agents, or assigns which may include the landowner.

I. Any subsequent amendment to or change in the timing and intensity of (hay cutting or mowing) and (grazing) on the easement area after the date of this conveyance shall require the approval of both the easement manager and the landowner.

Date: April 21, 1994

UNITED STATES OF AMERICA

By Dallas Tonsager
DALLAS TONSAGER

(Title) State Director
Farmers Home Administration

ACKNOWLEDGEMENT

STATE OF SOUTH DAKOTA
COUNTY OF BEADLE } ss:

On this 21st day of April, 1994, before me the subscriber, a Notary Public, in and for the above County and State, appeared Dallas Tonsager, known to me to be the State Director, Farmers Home Administration, United States Department of Agriculture, the person who executed the foregoing instrument and acknowledged to me that he/she executed the same as his/her free act and deed of the United States of America, for the uses and purposes herein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at
Huron, South Dakota the day and year aforesaid.

Elbert S. Casper
(Notary Public)

My commission expires: 6-27-97

(Seal)

Business Address:
Federal Building, Room 308
200 Fourth Street SW
Huron, SD 57350-2477

CONSERVATION EASEMENT RESERVATIONS IN THE UNITED STATES

By this instrument there is reserved in the UNITED STATES OF AMERICA, its successors and assigns, a perpetual conservation easement on the property conveyed by this deed.

This easement is under the authority and in furtherance of the provisions of federal law, including sections 331 and 335 of the Consolidated Farm and Rural Development Act (7 U.S.C. 1981 and 1985) as amended. The restrictions and covenants contained in this easement constitute a perpetual servitude on and run with the property. The Grantee and all successors and assigns ("landowner") under this deed covenant with the United States to do or refrain from doing, severally and collectively, the various acts mentioned later in this easement. The United States is reserved the rights enumerated in this easement for itself and its successors, agents and assigns.

I. DESCRIPTION OF THE EASEMENT AREA.

The area subject to this Conservation Easement, referred to herein as the "easement area" is located within the following described legal subdivision in McPherson County, State of South Dakota. The easement boundaries are further delineated on the map(s) attached hereto identified as Exhibit "A".

East One-half of the Southeast One-quarter (E1/2SE1/4) of Section Twenty-nine (29) and the East One-half of the Southeast One-quarter (E1/2SE1/4) of Section Twenty-two (22) and the Northwest One-quarter (NW1/4) of Section Twenty-two (22) all being in Township One-hundred Twenty-six (126) North, Range Seventy-two (72) West of the 5th Principal Meridian with the easement area delineated on Exhibit "A" Maps consisting of 12.9 acres more or less.

II. COVENANTS BY THE LANDOWNER.

A. No dwellings, barns, outbuildings or other structures shall be built within the easement area.

B. The vegetation or hydrology of the described easement area will not be altered in any way or by any means or activity on the property conveyed by this deed, or property owned by or under the control of the landowner, including: (1) harvesting wood products; (2) burning; (3) placing of refuse, wastes, sewage, or other debris; (4) draining, dredging, channeling, filling, pumping, diking, impounding and related activities; or (5) diverting or affecting the natural flow of surface or underground waters into, within, or out of the easement area. The landowner shall have the right to use the easement area for the production of agricultural crops to the extent that present wetland conditions are not damaged.

C. Notwithstanding the provisions of paragraph II-B above, the landowner shall be responsible for compliance with all federal, state and local laws for the control of noxious or other undesirable plants on the easement area.

III. RIGHTS RESERVED IN THE UNITED STATES.

The United States, on behalf of itself, its successors or assigns, reserves and retains the right, at its sole discretion, to manage the easement area including the following authorities:

A. The right of reasonable ingress and egress on and across the property conveyed by this deed as of the date of this instrument, whether or not adjacent or appurtenant to the easement area, for access to the easement area in order to conduct wetlands management, monitoring, and easement enforcement activities. The easement manager may utilize vehicles and other reasonable modes of transportation for access purposes overland or on any right of way described in paragraph I. In the event that the use of the described access right of way over the property conveyed by this deed is not practical for any reason, the easement manager may utilize any convenient route of access to the easement area over said property. With the concurrence of the easement manager, the landowner may provide a designated route for such access to and from the easement area so that damage to farm operations can be reasonably avoided.

IV. EASEMENT MANAGEMENT AND ADMINISTRATION.

A. All right, title and interests of the United States in this easement are assigned to the Secretary of the Interior for administration by the United States Fish and Wildlife Service as part of the National Wildlife Refuge System pursuant to the National Wildlife Refuge System Administration Act, 16 U.S.C. 668dd et seq. The U.S. Fish and Wildlife Service may enforce all the terms and conditions of this easement, along with exercising all rights and powers reserved in this easement through such general or specific regulations or orders as have been or may be, from time to time, promulgated under the authority of the Secretary of the Interior. Notwithstanding the above rights in paragraph III retained by the United States, the U.S. Fish and Wildlife Service may permit the landowner to pursue such activities on said sites as would be consistent with the preservation and enhancement of wetlands functional values.

B. As used in this easement, the term "easement manager" shall refer to the authorized official of the U.S. Fish and Wildlife Service.

V. GENERAL PROVISIONS.

A. The agreed upon purposes of this reservation are the protection and restoration of the wetland areas existing as of the date of this conveyance as well as protection and enhancement of plant and animal habitat and populations. A "wetland" is defined and determined by the Soil Conservation Service of the U.S. Department of Agriculture in accordance with Title XII of the Food Security Act of 1985 (16 U.S.C. 3801 et seq.). Any ambiguities in this easement shall be construed in a manner which best effectuates wetland protection and restoration and fish and wildlife purposes.

B. Any subsequent amendment to or repeal of any federal law or regulations which authorizes this reservation shall not affect the rights reserved by the United States or subsequently held by its successors or assigns.

C. For purposes of this easement, wetland management rights reserved by the United States include, but are not limited to, inspection for compliance with the terms of this easement; research regarding water, wetlands, fish and wildlife and associated ecology; and any other activity consistent with the preservation and enhancement of wetland functional values.

D. The United States, its successors and assigns, including the easement manager, shall have the right to make surveys, take photographs and prepare such other documentation as may be necessary or desirable to administer the provisions of this easement. Any such map, plat or other suitable document may be recorded in the land records of the respective county in which the property is located.

E. The easement reservation does not authorize public entry upon or use of land.

F. The landowner and invitees may hunt and fish on the easement area in accordance with all federal, state, and local game and fishery regulations.

G. This easement shall be binding on the landowner, and the landowner's heirs, successors or assigns. The landowner covenants to warrant and defend unto the United States, its successors or assigns, the quiet and peaceable use and enjoyment of the land and interests in the land constituting this reservation against all claims and demands.

H. The easement manager shall be the agent of the United States or its successors or assigns. The easement manager shall have all discretionary powers of the United States under this easement. In the performance of any rights of the easement manager under this easement, the easement manager may permit, contract or otherwise provide for action by employees, agents, or assigns which may include the landowner.

Date: April 21, 1994

UNITED STATES OF AMERICA

By Dallas Tonsager

DALLAS TONSAGER

(Title) State Director

Farmers Home Administration

ACKNOWLEDGEMENT

STATE OF SOUTH DAKOTA
COUNTY OF BEADLE } ss:

On this 21st day of April, 1994, before me the subscriber, a Notary Public, in and for the above County and State, appeared Dallas Tonsager, known to me to be the State Director, Farmers Home Administration, United States Department of Agriculture, the person who executed the foregoing instrument and acknowledged to me that he/she executed the same as his/her free act and deed of the United States of America, for the uses and purposes herein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at
Huron, South Dakota the day and year aforesaid.

Allen J. Casper
(Notary Public)

My commission expires: 6-27-97

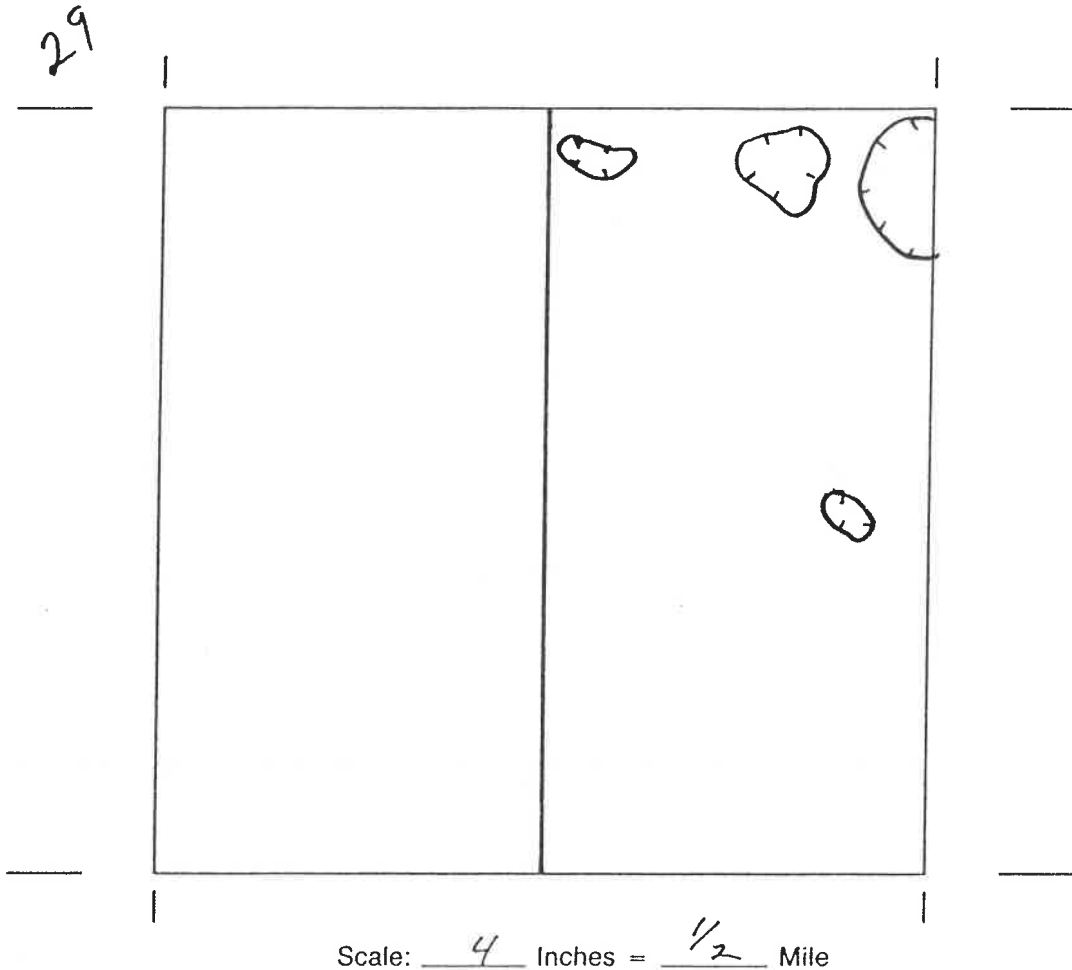
(Seal)

Business Address:
Federal Building, Room 308
200 Fourth Street SW
Huron, SD 57350-2477

UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION
EXHIBIT "A"

Map 1 of 3










CONSERVATION EASEMENT AREA McPherson COUNTY, STATE OF SOUTH DAKOTA
T. 126 N, R. 72 W, 5th PRINCIPAL MERIDIAN SECTION(S): 29



This map delineates the conservation easement area referred to in the easement conveyance dated April 21, 1994.

Dallas Tonsager
DALLAS TONSAGER, State Director
Farmers Home Administration

LEGEND

-  Boundary of Easement Description Area
-  Existing use line
-  Wetlands covered by provisions of the easement
-  Restored wetlands covered by provisions of the easement
-  Floodplain covered by provisions of the easement
-  Riparian covered by provisions of the easement
-  Grassland covered by provisions of the easement
-  Nonfunctional drainage facilities covered by provisions of the easement
-  Grassland covered by provisions of the easement