

UNITED STATES DEPARTMENT OF THE INTERIOR
U. S. FISH AND WILDLIFE SERVICE (78x,1)
BUREAU OF SPORT FISHERIES AND WILDLIFE
CONVEYANCE OF EASEMENT FOR WATERFOWL MANAGEMENT RIGHTS

THIS INDENTURE, by and between Henry E. Claassen and Esther Claassen, his wife, of Bancroft, 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 8 of the Act of August 1, 1958 (72 Stat. 498, 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 Three Hundred Dollars (\$ 300.00), 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. 112 N., R. 57 W., 5th P.M. Kingsbury County, South Dakota
section 28, SW 1/4
section 32, NE 1/4 except NW 1/4, NW 1/4, NE 1/4 and except east 17 rods of south 7 rods.

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. 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 SPECIAL PROVISIONS shown on a map certified by the Regional Director at the time of acceptance

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 Henry E. Claassen at Bancroft, 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. 14-16-0003-9710

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 invested in the United States.

IN WITNESS WHEREOF the parties of the first part have hereunto set their hands and seals this 30th day of October, 1964.

HENRY E. CLAASSEN (L.S.)
Henry E. Claassen (L.S.)
ESTHER M. CLAASSEN (L.S.)
Esther M. Claassen (L.S.)

(Witness) (L.S.)
(L.S.)

ACKNOWLEDGMENT

STATE OF SOUTH DAKOTA,
County of Kingsbury ss.

On this 30th day of October, in the year 1964, before me personally appeared Henry E. Claassen and Esther Claassen A/K/a Esther M. Claassen, known to me to be the persons described in and who executed the foregoing instrument and acknowledged to me that they (they) executed the same as their (their) free act and deed.

ALAN C. BONSACK
Alan C. Bonsack
Notary Public (Official Title)

(SEAL)

My commission expires August 27, 1971

ACCEPTANCE

This indenture is accepted on behalf of the United States this 15 day of Jan, 1965 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
R. W. Burwell
Regional Director
Bureau of Sport Fisheries and Wildlife.

UNITED STATES DEPARTMENT OF THE INTERIOR

U. S. FISH AND WILDLIFE SERVICE

(78x,1)

BUREAU OF SPORT FISHERIES AND WILDLIFE

CONVEYANCE OF EASEMENT FOR WATERFOWL MANAGEMENT RIGHTS

THIS INDENTURE, by and between Henry E. Claassen and Esther Claassen, his wife, of Bancroft, 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 Three Hundred Dollars (\$ 300.00), 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. 112 N., R. 57 W., 5th P.M. Kingsbury County, South Dakota
section 28, SW1/4
section 32, NE1/4 except NW1/4NW1/4NW1/4 NE1/4 and except east 17 rods of south 7 rods.

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 reoccurring, 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. 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 SPECIAL PROVISIONS shown on a map certified by the Regional Director at the time of acceptance

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 representatives, 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 Henry E. Claassen at Bancroft, 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. 14-30-000-9110

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 invested in the United States.

IN WITNESS WHEREOF the parties of the first part have hereunto set their hands and seals this 30th day of October, 1964.

HENRY E. CLAASSEN (L.S.)
Henry E. Claassen

ESTHER M. CLAASSEN (L.S.)
Esther M. Claassen

(Witness) (L.S.)
(L.S.)

ACKNOWLEDGMENT

STATE OF SOUTH DAKOTA,
County of Kingsbury ss.

On this 30th day of October, 1964, before me personally appeared Henry E. Claassen and Esther Claassen A/K/a Esther M. Claassen, his wife, 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.

ALAN C. BONSACK
Alan C. Bonsack
Notary Public (Official Title)

(SEAL)

My commission expires August 27, 1971

ACCEPTANCE

This indenture is accepted on behalf of the United States this 15 day of Jan, 1965, under the authority contained in section 4 of the Migratory Bird Hunting Stamp Act, as amended, and pursuant to authority delegated by 210 DM 1.8, Commissioner of Fish and Wildlife Order No. 4, and 4 AM 4.5D (1).

THE UNITED STATES OF AMERICA

By R. W. BURWELL
R. W. Burwell
Regional Director
Bureau of Sport Fisheries and Wildlife

STATE OF SOUTH DAKOTA KINGSBURY COUNTY }SS
Filed for record the 21 day of January A.D., 1965 at 9 o'clock and 30 minutes AM., and recorded in Book 21 of Misc1 on page 572.

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



FEE \$30.00
RECORDED
INDEXED
COMP.



STATE OF SOUTH DAKOTA } SS
Kingsbury County

Filed for Record on 9/22/2014 at 9:40 AM
and Recorded in Book 48 of Misc
on Page 433. Document # 37817

Recording Fee: \$30.00 Page: 1 of 5
Transfer Fee: \$0.00

Cary J. Hojer
By Brian Tander Register of Deeds
Deputy

Form 3-1916
Revised October, 1989

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

THIS INDENTURE, by and between **Dean W. Claassen and Vicky L. Claassen, Trustees of the Dean and Vicky Claassen Trust, dated July 24, 2013; Dean W. Claassen and Vicky L. Claassen, husband and wife of 48971 256th St., Crooks, SD 57020** 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 Conservation Act, 16 U.S.C. § § 715-715s, the Migratory Bird Hunting and Conservation Stamp Act, 16 U.S.C. § § 718-718j, 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, and the Land and Water Conservation Fund Act, 16 U.S.C. § 460l-4 to 460l-11, 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 ****Twenty Thousand and no/100** Dollars (\$20,000.00)**, 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 12 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 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 Kingsbury County, State of South Dakota, to-wit:

T. 112 N., R. 57 W., 5th P.M.

Section 28, SW¼ EXCEPT the south 411 feet of the north 843 feet of the west 265 feet thereof.

This legal description covers additional wetlands, shown on Exhibit "A", which were not included in or which were previously excluded from a waterfowl management rights easement filed January 21, 1965 and recorded in Book 21 of Miscellaneous at page 572, in the records of the Register of Deeds of Kingsbury County, South Dakota. All terms and conditions of said easement shall remain unchanged as stated therein

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 or his authorized representative, although this indenture is acknowledged by the parties of the first part to be presently binding upon the parties of the first part and to remain so until the expiration of said period for acceptance, as hereinabove described, by virtue of the payment to parties of the first part, by the UNITED STATES OF AMERICA, of the sum of One Dollar, the receipt of which is hereby expressly acknowledged by parties of the first part.
 - 1a. **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 the parties of the first part by certified mail addressed to
Dean Claassen, 48971 256th St. Crooks, SD 57020
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.
 - 4a. **Vendors agree that consideration for the easement be drawn in favor of Dean and Vicky Claassen Trust.**

IN WITNESS WHEREOF the parties of the first part have hereunto set their hands and seals this 6th day of June, 20 14.

Dean W. Claassen Vicky L. Claassen
Dean W. Claassen vicky L. Claassen

Dean and Vicky Claassen Trust, dated July 24, 2013

By: Dean W. Claassen Print Title: Trustee
Dean W. Claassen Title:

By: Vicky L. Claassen Print Title: Trustee
Vicky L. Claassen Title:

ACKNOWLEDGMENT FOR TRUSTEE

STATE OF South Dakota)
) §§
COUNTY OF Minnehaha)

On this 6th day of June in the year 2014 before me personally appeared Dean W. Claassen and Vicky L. Claassen, Trustees of the Dean and Vicky Claassen Trust, dated July 24, 2013, 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.

6/8/14 nm

Notary Public: [Signature]

My commission expires: 5-21-2019



ACKNOWLEDGMENT

STATE OF South Dakota)
) §§
COUNTY OF Minnehaha)

On this 6th day of June in the year 20 14 before me personally appeared **Dean W. Claassen and Vicky L. Claassen, husband and wife of 48971 256th St., Crooks, SD 57020**, 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: 5-21-2015

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 _____, 20____.
SEP 08 2014

THE UNITED STATES OF AMERICA

By: [Signature]

CHIEF, DIVISION OF REALTY

Title: _____
U.S. Fish and Wildlife Service

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

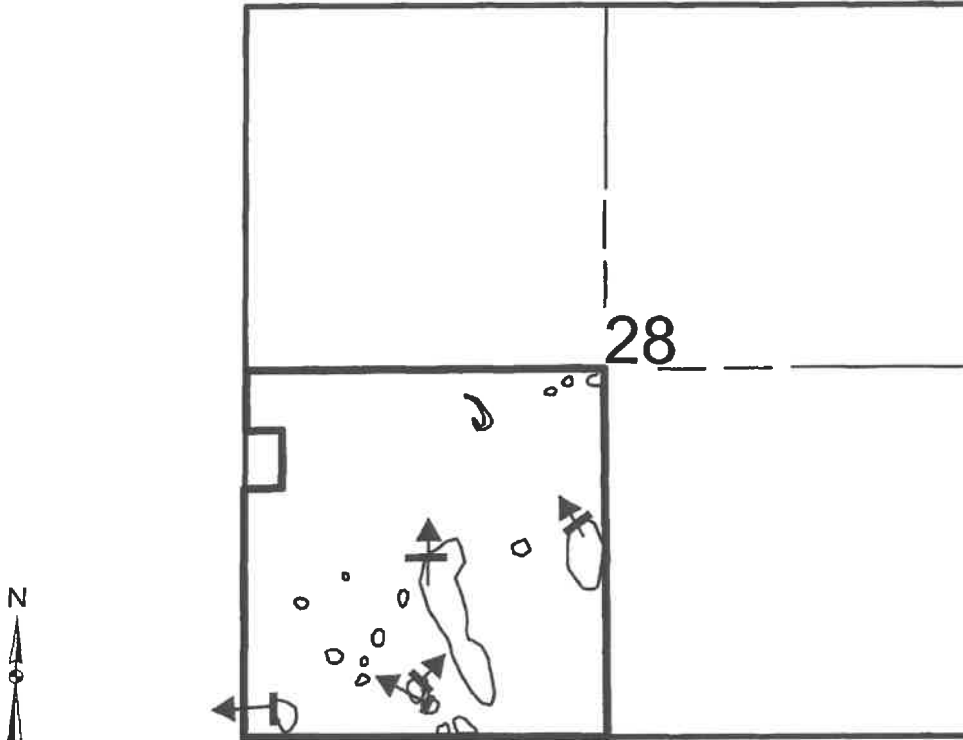
TRACT: 520X

Map: 1 of 1

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

T. 112 N., R. 57 W., 5th Principal Meridian

Section 28, SW¼ EXCEPT the south 411 feet of the north 843 feet of the west 265 feet thereof.



Scale: 4" = 1 mile

This map delineates wetlands referred to in the easement conveyance dated 6/6/14, 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.

Dean W. Claassen

Vicky L. Claassen

Dean and Vicky Claassen Trust, dated July 24, 2013

By:
Dean W. Claassen

Print title Trustee
Title: _____

By:
Vicky L. Claassen

Print title Trustee
Title: _____

Legend:

Boundary of Easement Description

Wetland Restoration Structure

Wetlands Covered by Provisions of the Easement

Map prepared by: Noel N. Matson, Realty Specialist

Date: 4/10/14

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



C FEE \$ 30.00
RECORDED
INDEXED
COMP.



STATE OF SOUTH DAKOTA } SS
Kingsbury County

Filed for Record on 9/22/2014 at 9:50 AM
and Recorded in Book 48 of Misc
on Page 438. Document # **37818**

Recording Fee: \$30.00 Page: 1 of 5
Transfer Fee: \$0.00

Caryn J. Hojer
By *Bruce Tander* Register of Deeds Deputy

Grassland Easement
Revised October 2005

**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 **Dean W. Claassen and Vicky L. Claassen, Trustees of the Dean and Vicky Claassen Trust, dated July 24, 2013; Dean W. Claassen and Vicky L. Claassen, husband and wife of 48971 256th St., Crooks, SD 57020** 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. § 4601-4 to 4601-11; 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 ****Two Hundred Fifty Seven Thousand Fifty and No/100**** Dollars (**\$257,050.00**), 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 Kingsbury County, State of South Dakota, to-wit:

T. 112 N., R. 57 W., 5th P.M.

Section 28, SW¼ EXCEPT the south 411 feet of the north 843 feet of the west 265 feet thereof.

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 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 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

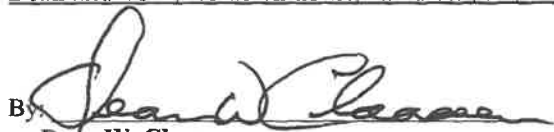
1. This indenture shall not be binding upon the United States until accepted on behalf of the United States by the Secretary, although this indenture is acknowledged by the Grantors to be presently binding upon them and to remain so until the expiration of said period for acceptance, as hereinabove described, 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 **Dean Claassen, 48971 256th St., Crooks, SD 57020** 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 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.
- 3a. **Vendors agree that consideration for the easement be drawn in favor of Dean and Vicky Claassen Trust.**

IN WITNESS WHEREOF the Grantors have hereunto set their hands and seals on this 6th day of June in the year 2014.


Dean W. Claassen


Vicky L. Claassen

Dean and Vicky Claassen Trust, dated July 24, 2013

By: 
Dean W. Claassen

Print Title: Trustee
Title: _____

By: 
Vicky L. Claassen

Print Title: Trustee
Title: _____

ACKNOWLEDGMENT FOR TRUSTEE

STATE OF South Dakota
COUNTY OF Minnehaha) §§

NM 6/6/14

On this 6th day of June in the year 20 14 before me personally appeared **Dean W. Claassen and Vicky L. Claassen, Trustees of the Dean and Vicky Claassen Trust, dated July 24, 2013**, 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: 5-21-2019

ACKNOWLEDGMENT

STATE OF South Dakota
COUNTY OF Minnehaha) §§

On this 6th day of June, 2014 before me personally appeared **Dean W. Claassen and Vicky L. Claassen, husband and wife of 48971 256th St., Crooks, SD 57020**, 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.

(SEAL)

Notary Public: [Signature]
My commission expires: 5-21-2019

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 SEP 08 2014, 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"

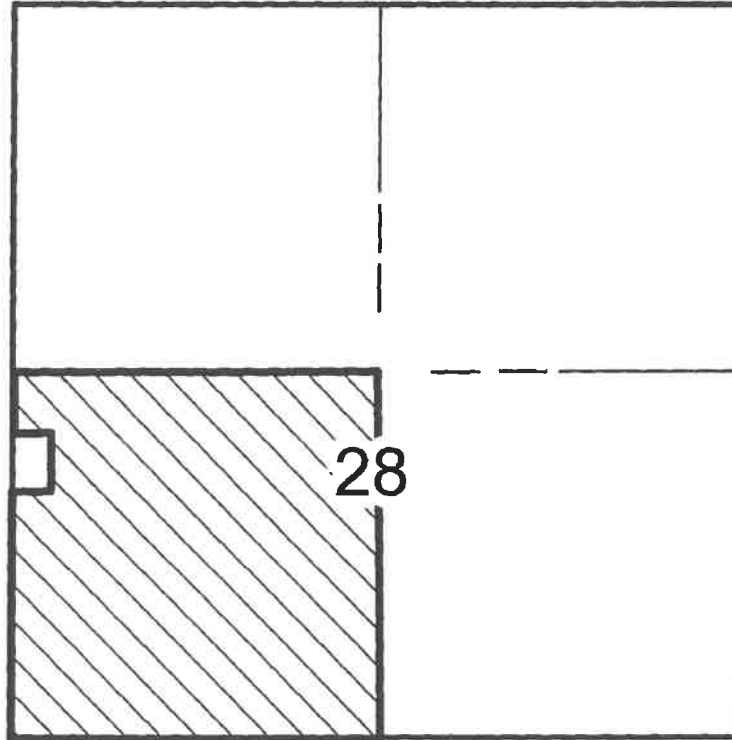
TRACT: 520G

Map: 1 of 1

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

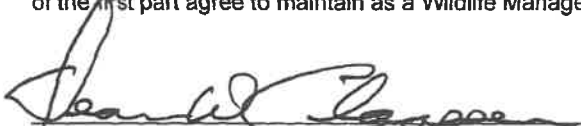
T. 112 N., R. 57 W., 5th Principal Meridian


Section 28, SW¼ EXCEPT the south 411 feet of the north 843 feet of the west 265 feet thereof.



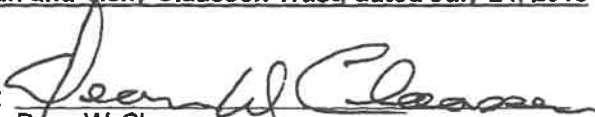
Scale: 4" = 1 mile

This map delineates lands referred to in the easement conveyance dated 6/6/14, which the parties of the first part agree to maintain as a Wildlife Management Area.


Dean W. Claassen


Vicky L. Claassen

Dean and Vicky Claassen Trust, dated July 24, 2013


By: 
Dean W. Claassen

Print title Trustee
Title:

By: 
Vicky L. Claassen

Print title Trustee
Title:

Legend:

 Boundary of Easement Description



Lands covered by provisions of the easement

Map prepared by: Noel N. Matson, Realty Specialist

Date: 4/10/2014