

Grassland Easement
November 1989

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

THIS INDENTURE, by and between DuWayne Heitmann and Mary Ellen Heitmann, his wife,
of Eden, South Dakota

STATE OF SOUTH DAKOTA, COUNTY OF MARSHALL - SS
FILED THIS 6 DAY OF May 1994 AT 11:55 O'CLOCK A.M. BOOK 444M PAGE 498
36320 REGISTER OF DEEDS DEPUTY FEES \$11.00

hereinafter referred to as Grantors, and the UNITED STATES OF AMERICA, 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. 4601-9(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 *Fourteen Thousand Eight Hundred—* Dollars (\$14,800.00), 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 the 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 Marshall County, State of South Dakota, to-wit:

T. 126 N., R. 54 W., 5th P.M.

sec. 1, lot 8

sec. 2, lot 3, lot 4 except the W 860' of the S 560', SE $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$ except the cemetery shown on that plat recorded in Plat Book 1, page 69 of Marshall County records, S $\frac{1}{2}$ SE $\frac{1}{4}$.

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 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 9 calendar months from the 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 and for their heirs, successors, assigns, lessees, and any other 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 until after July 15 in any calendar year, no alteration of grassland, wildlife habitat or other natural features, 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 efforts necessary to protect the public good are allowed and will be the responsibility of the Grantors, subject to Federal and State Statutes and Regulations.
4. This easement and the covenants and agreements contained herein shall run with the land, 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 of America 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 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 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 AMERICA, of 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 addressed to Mr. DuWayne Heitmann, Box 28, Eden, SD 57232 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 12th day of January 1994

DuWayne Heitmann (L.S.) Mary Ellen Heitmann (L.S.)
 DuWayne Heitmann Mary Ellen Heitmann

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

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

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

ACKNOWLEDGMENT

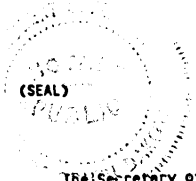
State South Dakota)
County of Brown)ss

On this 12th day of January, in the year 1994, before me personally appeared DuWayne Heitmann and Mary Ellen Heitmann

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.

Robert Severson
Notary Public

My commission expires 12-6-2001



ACCEPTANCE

The Secretary of the Interior, acting by and through his authorized representative, has executed this agreement on behalf of the United States this APRIL 20 1994 day of

THE UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR

By: Paul J. Hartmann

Title: CHIEF, DIVISION OF REALTY
U.S. Fish and Wildlife Service

Land Easement
November, 1988

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

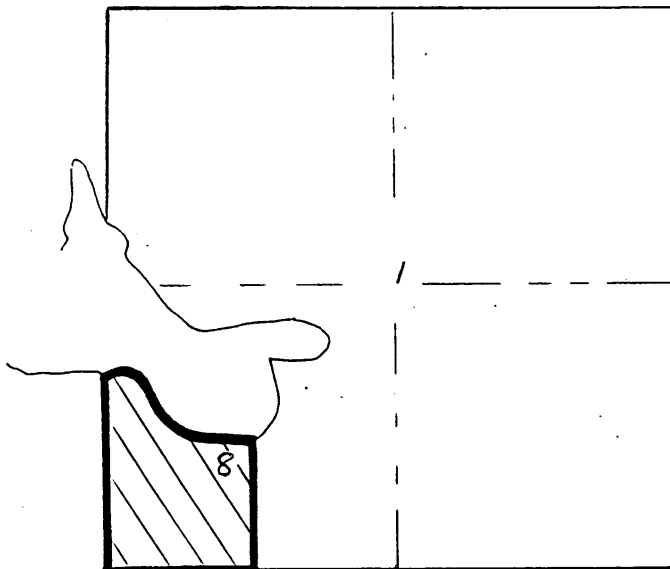
Map 1 Of 2

TRACT 325G,1

WILDLIFE MANAGEMENT AREA Marshall COUNTY, STATE OF South Dakota

T. 126 N., R. 54 W. 5th PRINCIPAL MERIDIAN

sec. 1, lot 8



Scale: 4 Inches = 1 Mile

This map delineates lands referred to in the easement conveyance dated 1-12-94
which the parties of the first part agree to maintain as a Wildlife Management Area.

LEGEND

Dustin D. Peterson
Landowner Signature

————— Boundary of Easement Description



Lands covered by provisions of the easement

Prepared by: Robert A. Severson

Date: 12-29-93

Land Easement
November, 1989

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

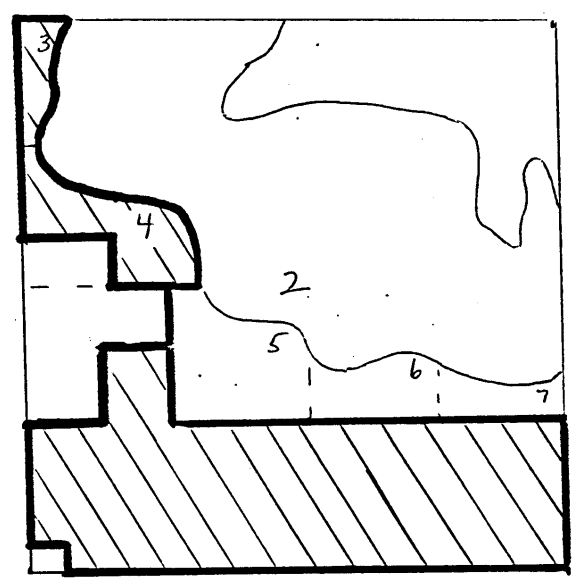
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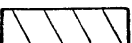
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LEGEND

-  Boundary of Easement Description
-  Lands covered by provisions of the easement

Dwaine Heitman
Landowner Signature

Prepared by: Robert A. Severson Date: 12-29-93