

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

THIS INDENTURE, by and between Donald L. Larson and Sharon L. Larson, his wife, of Brookings, SD

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 One hundred six thousand five hundred fifty Dollars (\$106,550.00), 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 Brookings County, State of South Dakota, to-wit:

T. 111 N., R. 51 W., 5th P.M.

section 32,  $E\frac{1}{2}E\frac{1}{2}$  EXCEPT the North 330 feet of the  $NE\frac{1}{4}NE\frac{1}{4}NE\frac{1}{4}$ .

section 33,  $W\frac{1}{2}$  EXCEPT the North 495 feet of the  $NW\frac{1}{4}NW\frac{1}{4}SW\frac{1}{4}$ ,  $SE\frac{1}{4}$  EXCEPT the East 495 feet of the  $SE\frac{1}{4}SW\frac{1}{4}SE\frac{1}{4}$  (Also described as  $SE\frac{1}{4}$  EXCEPT the  $SE\frac{1}{4}SW\frac{1}{4}SE\frac{1}{4}$ , but including the west 165 feet of the  $SE\frac{1}{4}SW\frac{1}{4}SE\frac{1}{4}$ ).

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 9 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 hereinafter 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 Donald L. Larson 2533 54th St. West Brookings, SD 57006 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 13 day of May, 1998.

Donald L. Larson (L.S.)  
 Sharon L. Larson (L.S.)

ACKNOWLEDGMENT

STATE SD  
 COUNTY Brookings

On this 13 day of May in the year 1998 before me personally appeared Donald L. Larson and Sharon L. Larson, his wife,

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 free act and deed.

My commission expires 4-2-99  
 Notary Public



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\_\_.

ACCEPTANCE

UNITED STATES OF AMERICA  
 DEPARTMENT OF THE INTERIOR

By:

Title:

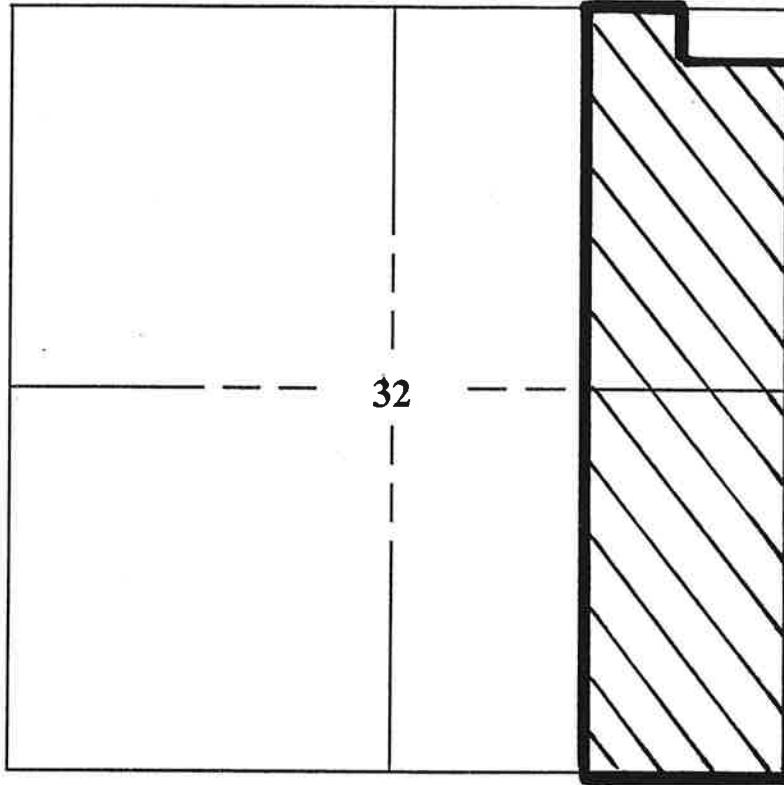
UNITED STATES DEPARTMENT OF THE INTERIOR  
FISH AND WILDLIFE SERVICE  
EXHIBIT "A"

MAP 1 of 2

TRACT (158G)

Larson, Donald L. et ux  
WILDLIFE MANAGEMENT AREA Brookings COUNTY, STATE OF South Dakota  
EASEMENT AUTHORIZED BY MIGRATORY BIRD HUNTING STAMP ACT OF MARCH 16, 1934, AS AMENDED.  
T. 111 S. 51 W. N. 5th PRINCIPAL MERIDIAN

Section 32, E½E½ EXCEPT the North 330 feet of the NE¼NE¼NE¼.



Scale: 4 Inches = 1 Mile



This map delineates lands referred to in the easement conveyance dated  
which the parties of the first part agree to maintain as a wildlife management area.

5/13/98

Donald L. Larson  
Landowner Signature  
Sharon L. Larson  
Landowner Signature  
\_\_\_\_\_  
Landowner Signature

\_\_\_\_\_  
Landowner Signature  
\_\_\_\_\_  
Landowner Signature  
\_\_\_\_\_  
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**LEGEND**

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

Prepared by James Gropper, Realty Specialist

Date: November 7, 1997



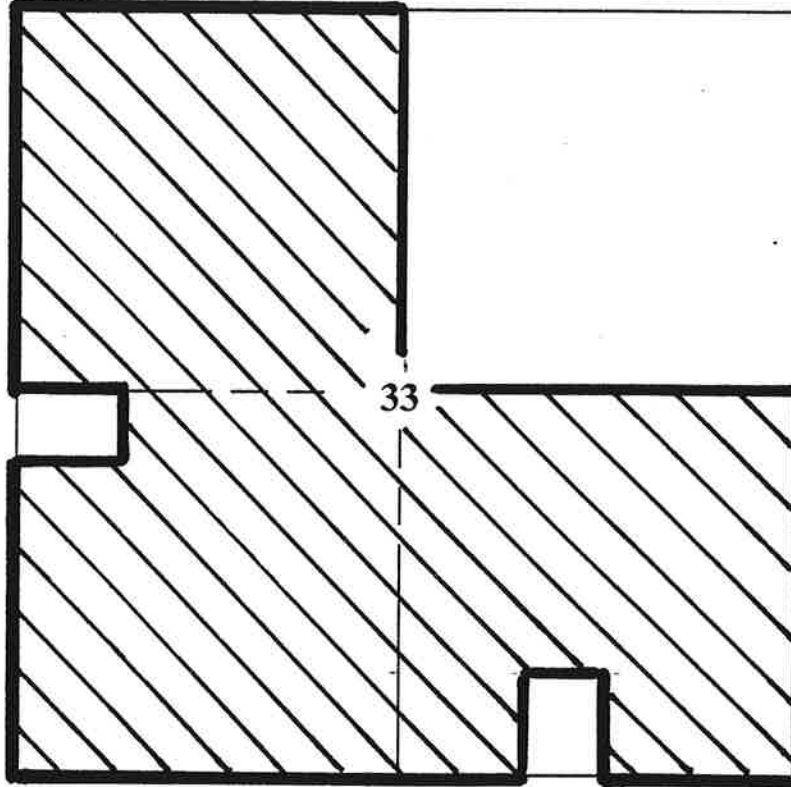
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(Also described as SE $\frac{1}{4}$  EXCEPT the SE $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ , But including the West 165 feet of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ )




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