

UNITED STATES DEPARTMENT OF THE INTERIOR
U.S. FISH AND WILDLIFE SERVICE
BUREAU OF SPORT FISHERIES AND WILDLIFE

CONVEYANCE OF EASEMENT FOR WATERFOWL MANAGEMENT RIGHTS

THIS INDENTURE, by and between Elmer Fallbeck and Lucille Fallbeck also known as Lucile Fallbeck, his wife, of Clear Lake, 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 (\$1125.00) One Thousand One Hundred Twenty-five 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: Deuel County, South Dakota T. 115 N., R. 49 W. 5th P.M., Section 7, Gov. Lots 3 and 4.
T. 116 N., R. 49 W., 5th P.M., Section 24, NW¼

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 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 recurring 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 recurs 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 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.

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 Mr. Elmer Fallbeck, at RFD, Clear Lake, South Dakota 57226, 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 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 17th day of July, 1974.

Elmer Fallbeck (L.S.) Lucille Fallbeck (L.S.)
Elmer Fallbeck Lucille Fallbeck

ACKNOWLEDGEMENT

State South Dakota) ss.
County of Deuel)

On this 17th day of July, in the year 1974, before me personally appeared Elmer Fallbeck and Lucille Fallbeck also known as Lucile Fallbeck, 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.

(SEAL)

My Commission expires 1-29-82

 Harold P. Flaaten
Notary Public
(Official Title)

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. 03, 1974, 19.

THE UNITED STATES OF AMERICA

By Harvey Willoughby
Harvey Willoughby
(Title) Deputy Regional Director
Bureau of Sport Fisheries and Wildlife
U. S. Fish and Wildlife Service

State of South Dakota-County of Deuel-ss

Filed for record the 10 day of December A.D. 1974 at 9:10 o'clock A.M. and recorded in Book 29 of M.R. Page 98.

Mahek G. Wiesner
Register of Deeds

Joy P. Rehn Deputy