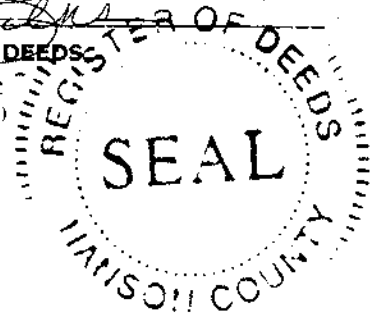


Debra D. Zens
Debra D. Zens, REGISTER OF DEEDS

NRCS-LTP-32
01 2010

U.S. Department of Agriculture
Natural Resources Conservation Service
12/2009



WARRANTY EASEMENT DEED FOR A PERIOD OF 30 YEARS

WETLANDS RESERVE PROGRAM EASEMENT

NO. 6667400900W1S

MN 84652C

THIS WARRANTY EASEMENT DEED is made by and between
Sandra G. Rabenhorst of
43379 250th Street, Salem, SD 57058 (hereafter referred to as the "Landowner"),
Grantor(s), and the **UNITED STATES OF AMERICA**, by and through the Commodity
Credit Corporation (CCC) (hereafter referred to as the "United States"), Grantee. The
Landowner and the United States are jointly referred to as the "Parties". The acquiring
agency of the United States is the Natural Resources Conservation Service (NRCS),
United States Department of Agriculture.

Witneseth:

Purposes and Intent. The purpose of this easement is to restore, protect, manage,
maintain, and enhance the functional values of wetlands and other lands, and for the
conservation of natural values including fish and wildlife and their habitat, water quality
improvement, flood water retention, groundwater recharge, open space, aesthetic values,
and environmental education. It is the intent of NRCS to give the Landowner the
opportunity to participate in the restoration and management activities on the easement
area. By signing this deed, the Landowner agrees to the restoration of the Easement Area
and grants the right to carry out such restoration to the United States.

Authority. This easement deed acquisition is authorized by Title XII of the Food
Security Act of 1985, as amended (16 U.S.C. §3837), for the Wetlands Reserve Program.

NOW THEREFORE, for and in consideration of the sum of Twenty Nine and 50/100 Dollars (\$ 51,929.00 Fifty One Thousand Nine Hundred), the Grantor(s), hereby grants and conveys
with general warranty of title to the UNITED STATES OF AMERICA and its assigns,
(the Grantee), for a period of 30 years, all rights, title and interest in the lands comprising
the easement area described in Part I and appurtenant rights of access to the easement
area, but reserving to the Landowner only those rights, title, and interest expressly
enumerated in Part II. It is the intention of the Landowner to convey and relinquish any
and all other property rights not so reserved. This easement shall constitute a servitude
upon the land so encumbered; shall run with the land for the duration of the easement;

and shall bind the Landowner, (the Grantor(s)), their heirs, successors, assigns, lessees, and any other person claiming under them.

SUBJECT, however, to all valid rights of record, if any.

PART I. Description of the Easement Area. The lands encumbered by this easement deed, referred to hereafter as the easement area, are described on EXHIBIT A which is appended to and made a part of this easement deed.

TOGETHER with a right of access for ingress and egress to the easement area across adjacent or other properties of the Landowner. Such a right-of-way for access purposes is described in EXHIBIT B which is appended to and made a part of this easement deed.

PART II. Reservations in the Landowner on the Easement Area. Subject to the rights, title, and interest conveyed by this easement deed to the United States, including the restoration, protection, management, maintenance, enhancement, and monitoring of the wetland and other natural values of the easement area, the Landowner reserves:

- A. Title. Record title, along with the Landowner's right to convey, transfer, and otherwise alienate title to these reserved rights.
- B. Quiet Enjoyment. The right of the Landowner to enjoy the rights reserved on the easement area without interference from others.
- C. Control of Access. The right to prevent trespass and control access by the general public subject to the operation of State and Federal law.
- D. Recreational Uses. The right to undeveloped recreational uses, including undeveloped hunting and fishing and leasing of such rights for economic gain, pursuant to applicable State and Federal regulations that may be in effect at the time. Undeveloped recreational uses must be consistent with the long-term protection and enhancement of the wetland and other natural values of the easement area. Undeveloped recreational use may include hunting equipment, such as, tree stands and hunting blinds that are rustic and customary for the locale as determined by NRCS.
- E. Subsurface Resources. The right to oil, gas, minerals, and geothermal resources underlying the easement area, provided that any drilling or mining activities are to be located outside the boundaries of the easement area, unless activities within the boundaries are specified in accordance with the terms and conditions of EXHIBIT C which is appended to and made a part of this easement deed, if applicable.

- F. Water uses and water rights. The right to water uses and water rights identified as reserved to the Landowner in EXHIBIT D which is appended to and made a part of this easement deed, if applicable.

PART III. Obligations of the Landowner. The Landowner shall comply with all terms and conditions of this easement, including the following:

- A. Prohibitions. Without otherwise limiting the rights of the United States acquired hereunder, it is expressly understood that the rights to carry out the following activities and uses have been acquired by the United States and, unless authorized by the United States under Part IV, are prohibited on the easement area:
1. haying, mowing, or seed harvesting for any reason;
 2. altering of grassland, woodland, wildlife habitat or other natural features by burning, digging, plowing, disking, cutting or otherwise destroying the vegetative cover;
 3. dumping refuse, wastes, sewage, or other debris;
 4. harvesting wood products;
 5. draining, dredging, channeling, filling, leveling, pumping, diking, impounding, or related activities, as well as altering or tampering with water control structures or devices, except as specifically set forth in EXHIBIT D, if applicable;
 6. diverting or causing or permitting the diversion of surface or underground water into, within, or out of the easement area by any means, except as specifically set forth in EXHIBIT D, if applicable;
 7. building, placing, or allowing to be placed structures on, under, or over the easement area, except for structures for undeveloped recreational use;
 8. planting or harvesting any crop;
 9. grazing or allowing livestock on the easement area;
 10. disturbing or interfering with the nesting or brood-rearing activities of wildlife including migratory birds;
 11. use of the easement area for developed recreation. These uses include but are not limited to, camping facilities, recreational vehicle trails and tracks, sporting clay operations, skeet shooting operations, firearm range operations and the infrastructure to raise, stock, and release captive raised waterfowl, game birds and other wildlife for hunting or fishing;
 12. any activities which adversely impact or degrade wildlife cover or other habitat benefits, water quality benefits, or other wetland functions and values of the easement area; and
 13. any activities to be carried out on the Landowner's land that is immediately adjacent to, and functionally related to, the land that is subject to the easement if such activities will alter, degrade, or otherwise diminish the functional value of the eligible land.

- B. Noxious Plants and Pests. The Landowner is responsible for noxious weed control and emergency control of pests as required by all Federal, State, and local laws. A plan to control noxious weeds and pests must be approved in writing by the NRCS prior to implementation by the Landowner.
- C. Fences. Except for establishment cost incurred by the United States and replacement cost not due to the Landowner's negligence or malfeasance, all other costs involved in maintenance of fences and similar facilities to exclude livestock shall be the responsibility of the Landowner. The installation or use of fences which have the effect of preventing wildlife access and use of the easement area are prohibited on the easement or easement boundary.
- D. Use of water for easement purposes. The landowner shall use water for easement purposes as set forth in EXHIBIT D, which is appended to and made a part of this easement deed, if applicable.
- E. Protection of water uses and water rights. As set forth in EXHIBIT D, if applicable, the Landowner shall undertake actions necessary to protect any water rights and water uses for easement purposes.
- F. Taxes. The Landowner shall pay any and all real property and other taxes and assessments, if any, which may be levied against the land.
- G. Reporting. The Landowner shall report to the NRCS any conditions or events which may adversely affect the wetland, wildlife, and other natural values of the easement area.
- H. Survival. Irrelevant of any violations by the Landowner of the terms of this deed, this easement survives and runs with the land for its duration.

PART IV. Compatible Uses by the Landowner.

- A. General. The United States may authorize, in writing and subject to such terms and conditions the NRCS may prescribe at its sole discretion, the use of the easement area for compatible economic uses, including, but not limited to, managed timber harvest, periodic haying, or grazing.
- B. Limitations. Compatible use authorizations will only be made if, upon a determination by NRCS in the exercise of its sole discretion and rights, that the proposed use is consistent with the long-term protection and enhancement of the wetland and other natural values of the easement area. The NRCS shall prescribe the amount, method, timing, intensity, and duration of the compatible use.

PART V. Rights of the United States. The rights of the United States include:

- A. Management activities. The United States has the right to enter the easement area to undertake, on a cost-share basis with the Landowner or other entity as determined by the United States, any activities to restore, protect, manage, maintain, enhance, and monitor the wetland and other natural values of the easement area. The United States may apply to or impound additional waters, in accordance with State water law, on the easement area in order to maintain or improve wetland and other natural values.
- B. Access. The United States has a right of reasonable ingress and egress to the easement area over the Landowner's property, whether or not the property is adjacent or appurtenant to the easement area, for the exercise of any of the rights of the United States under this easement deed. The authorized representatives of the United States may utilize vehicles and other reasonable modes of transportation for access purposes. To the extent practical, the United States shall utilize the access identified in EXHIBIT B.
- C. Easement Management. The Secretary of Agriculture, by and through the NRCS, may delegate all or part of the management, monitoring or enforcement responsibilities under this easement to any entity authorized by law that the NRCS determines to have the appropriate authority, expertise and resources necessary to carry out such delegated responsibilities. State or federal agencies may utilize their general statutory authorities in the administration of any delegated management, monitoring or enforcement responsibilities for this easement. The authority to modify or terminate this easement (16 U.S.C. §3837e(b)) is reserved to the Secretary of Agriculture in accordance with applicable law.
- D. Violations and Remedies - Enforcement. The Parties, Successors, and Assigns, agree that the rights, title, interests, and prohibitions created by this easement deed constitute things of value to the United States and this easement deed may be introduced as evidence of same in any enforcement proceeding, administrative, civil or criminal, as the stipulation of the Parties hereto. If there is any failure of the Landowner to comply with any of the provisions of this easement deed, the United States or other delegated authority shall have any legal or equitable remedy provided by law and the right:
 - 1. To enter upon the easement area to perform necessary work for prevention of or remediation of damage to wetland or other natural values; and.

2. To assess all expenses incurred by the United States (including any legal fees or attorney fees) against the Landowner, to be owed immediately to the United States.

PART VI. General Provisions.

- A. Successors in Interest. The rights granted to the United States shall accrue to any of its agents or assigns. All obligations of the Landowner under this easement deed shall also bind the Landowner's heirs, successors, agents, assigns, lessees, and any other person claiming under them. All the Landowners who are parties to this easement deed shall be jointly and severally liable for compliance with its terms.
- B. Rules of Construction and Special Provisions. All rights in the easement area not reserved by the Landowner shall be deemed acquired by the United States. Any ambiguities in this easement deed shall be construed in favor of the United States to effect the wetland and conservation purposes for which this easement deed is being acquired. The property rights of the United States acquired under this easement shall be unaffected by any subsequent amendments or repeal of the Wetlands Reserve Program. If the Landowner receives the consideration for this easement in installments, the Parties agree that the conveyance of this easement shall be totally effective upon the payment of the first installment.
- C. Environmental Warranty. "Environmental Law" or "Environmental Laws" means any and all Federal, State, local or municipal laws, orders, regulations, statutes, ordinances, codes, guidelines, policies, or requirements of any governmental authority regulating or imposing standards of liability or standards or conduct (including common law) concerning air, water, solid waste, hazardous materials or substance, worker and community right-to-know, hazard communication, noise, radioactive material, resource protection, subdivision, inland wetlands and watercourses, health protection and similar environmental health, safety, building and land use as may now or at any time hereafter be in effect.

"Hazardous Materials" means any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials, and any other element, compound, mixture, solution or substance which may pose a present or potential hazard to human health or the environment.

Landowner warrants that it is in compliance with, and shall remain in compliance with, all applicable Environmental Laws. Landowner warrants that there are no notices by any government authority of any violation or alleged violation of, non-compliance or alleged non-compliance with or any liability under any Environmental Law relating to the operations or conditions of the Property. Landowner further warrants that it has no actual knowledge of a release or threatened release of Hazardous Materials, as such substance and wastes are defined by applicable Federal and State law.

- D. General Indemnification. Landowner shall indemnify and hold harmless the United States, its employees, agents, and assigns for any and all liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions, and cost of actions, sanctions asserted by or on behalf of any person or government authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys' fees and attorneys' fees on appeal) to which the United States may be subject or incur relating to the easement area, which may arise from, but is not limited to, Landowner's negligent acts or omissions or Grantor's breach of any representation, warranty, covenant, agreements contained in this easement deed, or violations of any Federal, State, or local laws, including all Environmental Laws.

TO HAVE AND TO HOLD. this Warranty Easement Deed is granted to the United States of America and its assigns for the term of 30 years. The Landowner covenants that he, she, or they are vested with good title to the easement area and will warrant and defend the same on behalf of the United States against all claims and demands. The Landowner covenants to comply with the terms and conditions enumerated in this document for the use of the easement area and adjacent lands for access, and to refrain from any activity not specifically allowed or that is inconsistent with the purposes of this easement deed.

Dated this 9 day of July, 2010
Landowner(s): Sandra G. Reinhardt

ACKNOWLEDGMENT

STATE OF SD
COUNTY OF McCook

On this 9 day of July, 2010, before me, the undersigned, a Notary Public in and for said State personally appeared Sandra G. Reinhardt, know or proved to me to be the person(s) described in and who executed the foregoing instrument, and acknowledged that She executed the same as _____ free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

Prepared By:
NRCS
200 4th St SW
Huron SD 57350
605-352-1200

Notary Public for the State of South Dakota
Residing at Salem SD
My Commission
Expires _____

Holly L. Klinkhammer
My Commission Expires 02/28/2018



Landowner: SANDRA RABENHOLST Agreement No. 6667400900 W2 S

ACCEPTANCE BY GRANTEE:

I Janet L. Oertly (name), State Conservationist (title),
being the duly authorized representative of the United States Department of Agriculture,
Natural Resources Conservation Service, do hereby accept this Conservation Easement Deed
with respect to the rights and duties of the United States of America, Grantee.

Dated this 9 day of July, 2 010.

[Signature]
Signature

State Conservationist
Title

This instrument was drafted by the Office of the General Counsel, U.S. Department of
Agriculture, Washington, D.C. 20250-1400.

NONDISCRIMINATION STATEMENT

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its program and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (1202) 720-2600 (voice and TDD). To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400

Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 705-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

PRIVACY ACT STATEMENT

The above statements are made in accordance with the Privacy Act of 1974 (U.S.C. 522a). Furnishing this information is voluntary; however, failure to furnish correct, complete information will result in the withholding or withdrawal of such technical or financial assistance. The information may be furnished to other USDA agencies, the Internal Revenue Service, the Department of Justice, or other State or Federal Law enforcement agencies, or in response to orders of a court, magistrate, or administrative tribunal.

EMERGENCY WATERSHED PROTECTION PROGRAM

NRCS CONTRACT NO. 6667400900W1S

LANDOWNER(S): Sandra Rabenhorst


EXHIBIT A:

DESCRIPTION OF EASEMENT AREA:

A Plat of S.G. Rabenhorst Conservation Easement Tract 1 in the NE ¼ of Section 25-T104N-R57W of the 5th P.M., Hanson County, South Dakota (36.97 acres) excluding road right-of-way and including access thereto, the plat of which is recorded in Plat Book _____ on _____ at _____ in the Hanson County Register of Deeds Office.

EXHIBIT B: Access by road right-of-way.

EXHIBIT C: Subsurface exploration and removal activities in reference to mineral, oil, and gas within the boundaries of the easement area may be authorized by the Natural Resources Conservation Service (NRCS) in accordance with a plan as developed by the landowner, NRCS and US Fish & Wildlife Service (USF&W). The plan will contain provisions, which minimize adverse impacts to the wetland functions and values and will be in compliance with all Federal, state, and local laws and regulations governing disturbance of a wetland.

By: 
Sandra Rabenhorst

Its: _____

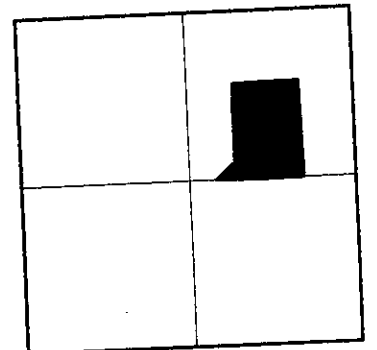
SEC. 25, T 104 N, R 57 W



GRAPHIC SCALE



(IN FEET)
1 inch = 400 ft.



LOCATION MAP
SCALE: 1" = 3000'

248th Street
SECTION LINE

NE CORNER
SECTION 25,
T 104 N, R 57 W

LEGEND

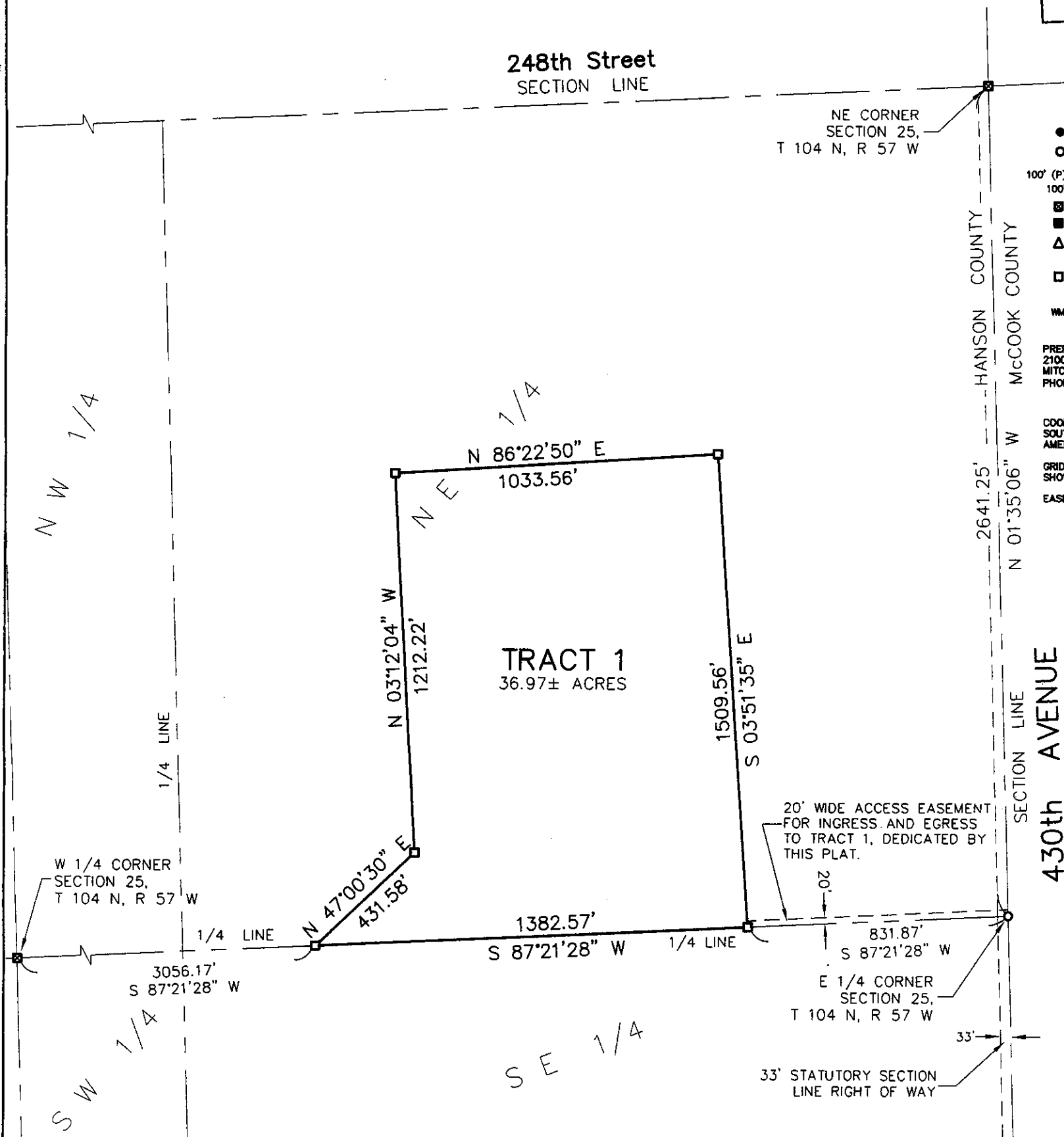
- - FOUND IRON MONUMENT
- - SET 5/8" X 18" REBAR WITH PLASTIC CAP NO. 6702
- 100' (P) - PLATTED BEARING OR DISTANCE
- 100' - MEASURED BEARING OR DISTANCE
- ⊠ - SET NAIL
- - FOUND NAIL
- Δ - SET SURVEY SPIKE WITH WASHER STAMPED PJR / LS-6702
- - SET 5/8" X 24" REBAR WITH 2" ALUMINUM CAP STAMPED NRCS / PJR / LS-6702
- WM - WITNESS MONUMENT

PREPARED BY: PAUL J. REILAND, R.L.S.
2100 NORTH SANBORN BLVD. - P.O. BOX 398
MITCHELL, SOUTH DAKOTA 57301
PHONE: (605) 996-7761

COORDINATE SYSTEM IS SOUTH DAKOTA
SOUTH ZONE, STATE PLANE - NORTH
AMERICAN DATUM 1983.

GRID BEARINGS AND GROUND DISTANCES ARE
SHOWN.

EASEMENT CONTRACT NO. 8667400900W15
30 YEARS



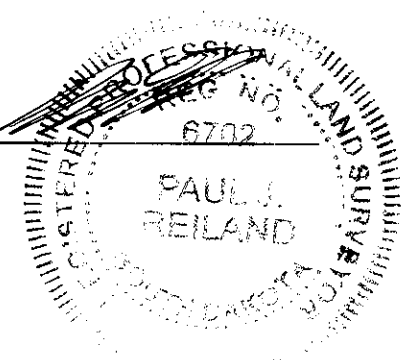
**A PLAT OF S.G. RABENHORST CONSERVATION EASEMENT TRACT 1 IN
THE NE 1/4 OF SECTION 25, T 104 N, R 57 W OF THE 5TH P.M.,
HANSON COUNTY, SOUTH DAKOTA.**

SURVEYOR'S CERTIFICATE

I, Paul J. Reiland, the undersigned, do hereby certify that I am a Registered Land Surveyor in and for the State of South Dakota. At the request of Sandra G. Rabenhorst, as owner, and under her direction for purposes indicated therein, I did on or prior to January 12, 2010, survey those parcels of land described as follows: S.G. RABENHORST CONSERVATION EASEMENT TRACT 1 IN THE NE 1/4 OF SECTION 25, T 104 N, R 57 W OF THE 5TH P.M., HANSON COUNTY, SOUTH DAKOTA.

In my professional opinion and to the best of my knowledge, information and belief, the within and foregoing plat is true and correct.
Dated this 18th day of January, 2010.

Registered Land Surveyor #SD6702



SPN

& Associates

Engineers, Planners and Surveyors

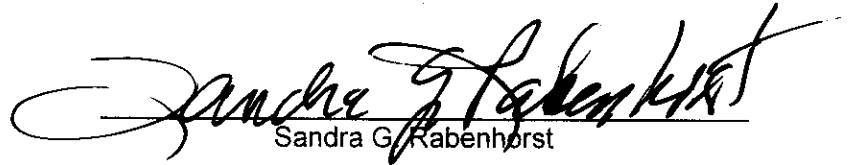
2100 North Sanborn Blvd. - P.O. Box 398 Mitchell, South Dakota 57301
Phone: (605) 996-7761 Fax: (605) 996-0015

A PLAT OF S.G. RABENHORST CONSERVATION EASEMENT TRACT 1 IN THE NE 1/4 OF SECTION 25, T 104 N, R 57 W OF THE 5TH P.M., HANSON COUNTY, SOUTH DAKOTA.

OWNER'S CERTIFICATE AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS that I, the undersigned, hereby certify that I am the absolute and unqualified owner of all of the land included in the within and foregoing plat; the plat is of a parcel of ground located in THE NE 1/4 OF SECTION 25, T 104 N, R 57 W OF THE 5TH P.M., HANSON COUNTY, SOUTH DAKOTA; that the plat has been made at my request and under my direction for the purposes indicated therein; which said property as so surveyed and platted shall hereafter be known as S.G. RABENHORST CONSERVATION EASEMENT TRACT 1 IN THE NE 1/4 OF SECTION 25, T 104 N, R 57 W OF THE 5TH P.M., HANSON COUNTY, SOUTH DAKOTA, as shown by this plat; and I hereby dedicate to the public, for public use forever as such, the streets, alleys and easements, if any, as shown and marked on said plat; and that development of the land included within the boundaries of said Tract 1 shall conform to all existing applicable zoning, subdivision, and erosion and sediment control regulations; further that there now exists 430th Avenue.

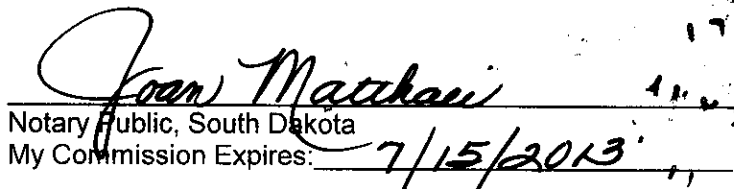
IN WITNESS WHEREOF, I have hereunto set my hand this 24 day of Feb., 2010.


Sandra G. Rabenhorst

STATE OF SOUTH DAKOTA)
COUNTY OF McCook)SS

On this, the 24 day of February, 2010, before me, Joan Matthaei, the undersigned officer, personally appeared Sandra G. Rabenhorst, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


Notary Public, South Dakota
My Commission Expires: 7/15/2013

RESOLUTION OF COUNTY PLANNING COMMISSION

WHEREAS, the plat of S.G. RABENHORST CONSERVATION EASEMENT TRACT 1 IN THE NE 1/4 OF SECTION 25, T 104 N, R 57 W OF THE 5TH P.M., HANSON COUNTY, SOUTH DAKOTA, prepared by Paul J. Reiland, duly licensed Land Surveyor in and for the State of South Dakota, heretofore filed in the office of the County Auditor of Hanson County, South Dakota, has been submitted to the County Planning Commission of the said County of Hanson, South Dakota; and

WHEREAS, the County Planning Commission, in regular meeting assembled, had duly considered said plat and finds as a fact that said plat is in conformity and does not conflict with the Master Plan for the County of Hanson, South Dakota, heretofore adopted by this Commission;

NOW THEREFORE, be it resolved by the County Planning Commission of Hanson County, South Dakota, that the plat of S.G. RABENHORST CONSERVATION EASEMENT TRACT 1 IN THE NE 1/4 OF SECTION 25, T 104 N, R 57 W OF THE 5TH P.M., HANSON COUNTY, SOUTH DAKOTA, prepared by Paul J. Reiland, a Land Surveyor, be and the same is hereby approved and its adoption by the Board of Commissioners of the County of Hanson, South Dakota, is hereby recommended.

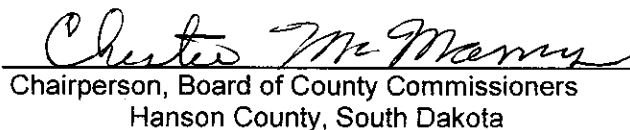
I, David Waldner, of the County Planning Commission for the County of Hanson, South Dakota, do hereby certify that the foregoing resolution was passed by the County Planning Commission of Hanson County, South Dakota, at a meeting thereof held on the 8 day of March, 2010.

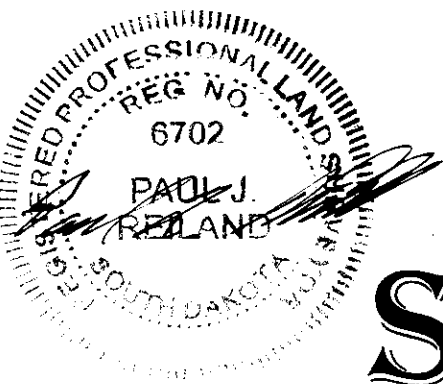
COUNTY PLANNING COMMISSION --- BY: David Waldner

RESOLUTION BY BOARD OF COUNTY COMMISSIONERS

Be it resolved by the Board of County Commissioners of Hanson County, South Dakota, that the plat of S.G. RABENHORST CONSERVATION EASEMENT TRACT 1 IN THE NE 1/4 OF SECTION 25, T 104 N, R 57 W OF THE 5TH P.M., HANSON COUNTY, SOUTH DAKOTA, which has been submitted for examination pursuant to law, is hereby approved and the County Auditor is hereby authorized and directed to endorse on such plat a copy of this Resolution and certify the same.

Dated this 2nd day of March, 2010.


Chairperson, Board of County Commissioners
Hanson County, South Dakota



SPN

& Associates
Engineers, Planners and Surveyors
2100 North Sanborn Blvd. - P.O. Box 398 Mitchell, South Dakota 57301
Phone: (605) 996-7761 Fax: (605) 996-0015

A PLAT OF S.G. RABENHORST CONSERVATION EASEMENT TRACT 1 IN THE NE 1/4 OF SECTION 25, T 104 N, R 57 W OF THE 5TH P.M., HANSON COUNTY, SOUTH DAKOTA.

AUDITOR'S CERTIFICATE

I, Lisa Trabing, do hereby certify that I am the duly elected, qualified, and acting County Auditor of Hanson County, South Dakota, and that the above resolution was adopted by the Board of County Commissioners of Hanson County, South Dakota, at a regular meeting held on March 2, 2010, approving the above named plat.

Lisa Trabing
Auditor, Hanson County

CERTIFICATE OF COUNTY TREASURER

I, Julie Ruden, hereby certify that I am the duly elected, qualified, and acting Treasurer of Hanson County, South Dakota, and I hereby certify that all taxes which would, if not paid, be liens upon any of the land included in the within and foregoing plat, as shown by the records of my office, have been fully paid.

Julie Ruden
Treasurer, Hanson County

DIRECTOR OF EQUALIZATION

I, Mary C. Haeder, Director of Equalization of Hanson County, South Dakota, hereby certify that a copy of the plat of S.G. RABENHORST CONSERVATION EASEMENT TRACT 1 IN THE NE 1/4 OF SECTION 25, T 104 N, R 57 W OF THE 5TH P.M., HANSON COUNTY, SOUTH DAKOTA, has been received by me and is filed in my office.

DIRECTOR OF EQUALIZATION: Mary C. Haeder CAA

REGISTER OF DEEDS

STATE OF SOUTH DAKOTA)
COUNTY OF HANSON)

FILED for record this _____ day
Page _____ therein and recorded on

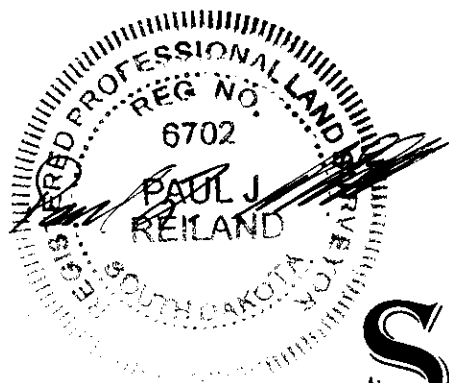
DOC #: 20100470 FEE: \$20.00
HANSON COUNTY REGISTER OF DEEDS, STATE OF SD
RECORDED 7/29/2010 AT 9:35 AM, BOOK 7, PG 113

and recorded in Book _____ of Plats on

Debra D. Zens
Debra D. Zens, REGISTER OF DEEDS

Register of Deeds, Hanson County

Deputy



SPN

& Associates

Engineers, Planners and Surveyors

2100 North Sanborn Blvd. - P.O. Box 398 Mitchell, South Dakota 57301

Phone: (605) 996-7761

Fax: (605) 996-0015

Prepared by:
R. R. Gerlach
Attorney at Law
310 N. Main
PO Box 544
Salem, SD 57058-0544
(605) 425-2911

DOC #: 20250042 FEE: \$30.00 TRANS FEE: \$0.00
HANSON COUNTY REGISTER OF DEEDS, STATE OF SD
RECORDED 1/21/2025 AT 10:25 AM, BOOK 6E, PG 381-383


Debra D. Zens, REGISTER OF DEEDS



EASEMENT

THIS INDENTURE made this 14 day of January, 2025, by and between Bryce Rabenhorst and Madelyn Rabenhorst, husband and wife, of 43379 250th Street, Salem, McCook County, State of South Dakota, Party of the First Part, and Bryce Rabenhorst and Madelyn Rabenhorst, husband and wife, of 43379 250th Street, Salem, McCook County, State of South Dakota, Party of the Second Part, and their successors, heirs, and assigns, and to any persons who may hereinafter own or acquire an interest in the following described real property;


S.G. Rabenhorst Conservation Easement Tract One (1) of the Northeast Quarter (NE $\frac{1}{4}$) of Section Twenty Five (25), Township One Hundred Four North (104N), Range Fifty Seven (57), County of Hanson, State of South Dakota,


Witness:

WHEREBY Party of the first part hereby grants and conveys unto Party of the Second Part, for in and consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, and easement described as follows:

A right of way, Twenty Feet (20') in width, extending from the Southeast (SE) Corner of the Northeast Quarter (NE $\frac{1}{4}$) of Section Twenty Five (25), Township One Hundred Four North (104N), Range Fifty Seven (57), West of the 5th P.M., except S.G. Rabenhorst Conservation Easement Tract One (1) located therein, then extending Fifteen Hundred Feet Northwest (1500'NW), to the Southeast (SE) corner of S.G. Rabenhorst Conservation Easement Tract One (1) of Section Twenty Five (25), Township One Hundred Four North (104N), Range Fifty Seven (57), West of the 5th P.M., -----
County of Hanson, State of South Dakota, and that said Party of the Second Part may use said right of way for any and all purposes, for ingress and egress in and to said S.G. Rabenhorst Conservation Easement Tract One (1) of the Northeast Quarter (NE $\frac{1}{4}$) of Section Twenty Five (25), Township One Hundred Four North (104N), Range Fifty Seven (57), County of Hanson, State of South Dakota.

Dated this 14 day of Jan, 2025.


Bryce Rabenhorst
43379 250th Street
Salem, SD 57058


Madelyn Rabenhorst
43379 250th Street
Salem, SD 57058

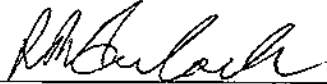
STATE OF SOUTH DAKOTA)

:SS

COUNTY OF MCCOOK)

On this the 14 day of January, 2025, before me, R. R. Gerlach, ~~the undersigned officer,~~ personally appeared Bryce Rabenhorst and Madelyn Rabenhorst, husband and wife, known to me or satisfactorily proven to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Notary Public - South Dakota
My commission expires: 11-03-2027



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 Otto Strong a/k/a Otto A. Strong and Esther Strong a/k/a Esther R. Strong, his wife, of Spencer, South Dakota, and Ruth Fjellestad a/k/a Ruth Brown Fjellestad, a widow, of 1012 S. Hawthorne, Sioux Falls, 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 One thousand and no/100 - ----- Dollars (\$1000.00), 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. 104 N., R 57 W., 5th P.M. Hanson County, South Dakota

section 25, fractional E $\frac{1}{2}$ except those lands previously described in an easement to the Bureau of Sport Fisheries and Wildlife, recorded in B. 82 P. 49.

Subject, however, to all existing rights-of-way for highways, roads, railroads, pipelines, canals, laterals, electrical transmission lines, telegraph and telephone lines, and all out-standing 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, marches, 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 Otto A. Strong at Spencer, South Dakota 57374, and such notice shall be binding upon all the parties of the first part without sending a separate notice to each.

3. ~~a. The parties of the first part agree that no person or persons shall be permitted to sell, lease, mortgage, or otherwise dispose of the land described in this indenture for the purpose of securing a loan or for any other purpose without the written consent of the Secretary of the Interior or his authorized representative. The parties of the first part agree that they will not execute any contract or agreement for the sale, lease, mortgage, or otherwise disposal of the land described in this indenture for the purpose of securing a loan or for any other purpose without the written consent of the Secretary of the Interior or his authorized representative. The parties of the first part agree that they will not execute any contract or agreement for the sale, lease, mortgage, or otherwise disposal of the land described in this indenture for the purpose of securing a loan or for any other purpose without the written consent of the Secretary of the Interior or his authorized representative.~~
 Vendors agree that payment for this indenture shall be made payable to Otto A. Strong and Esther R. Strong of Spencer, South Dakota.

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 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 29th day of July, 1971.

Otto A. Strong
Otto A. Strong (L. S.)

Esther R. Strong
Esther R. Strong (L. S.)

Ruth Fjellestad
Ruth Fjellestad (L. S.)

(Witness) (L. S.)

(L. S.)

ACKNOWLEDGEMENT

STATE South Dakota
 COUNTY OF Hanson ss.

On this 29 day of July, in the year 1971, before me personally appeared Otto Strong a/k/a Otto A. Strong and Esther Strong a/k/a Esther R. Strong, his wife, known to me to be the persons described in and who executed the foregoing instrument and acknowledged to me that they ~~had~~ executed the same as their ~~free~~ free act and deed.

Patrick C. Russell
Patrick C. Russell
Notary Public
 (Official Title)

My commission expires 8-10-78

ACCEPTANCE

This indenture is accepted on behalf of the United States this 20 day of Dec., 1971, 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 Francis S. Roberts

(Title) Regional Director

Bureau of Sports Fisheries and Wildlife

State of South Dakota, County of Hanson. ss.

OFFICE OF REGISTER OF DEEDS

I certify the within instrument was filed of record the 17th day of January, 1972 at 9:20 o'clock A.M. and recorded in book 87 of Deeds and page 293.

(SEAL)

Gladys Schleich

Register of Deeds

By _____ Deputy

Fee \$6.00 ✓

Contract No. 14-16-
 0003. 26383

ACKNOWLEDGMENT FOR INDIVIDUALS

STATE OF South Dakota)
)SS
COUNTY OF Minnehaha)

Be it remembered that on July 29 1971
(month day and year)
before the subscriber, a Notary Public in and for the County of Beadle
State of South Dakota appeared Ruth Fjellestad, a/k/a Ruth Brown
Fjellestad, a widow, described in and who executed the hereto annexed instrument
of writing, dated July 29, 1971, and acknowledge that they executed the said
instrument freely and voluntarily for the uses and purposes therein stated; and
I further certify that the said persons are known to me to be the persons described
in and who executed the said instrument.

Given under my hand and official seal.

(SEAL)

Patrick C. Russell
Notary Public
Patrick C. Russell

My commission expires 8-10-78