Prepared By:

U.S. Fish and Wildlife Service Wetlands Acquisition Office 39650 Sand Lake Drive Columbia, SD 57433 (605) 885-6357

INDEXED RECORDED COMPARED

FEE \$ 30. Chg

STATE OF SOUTH DAKOTA) SS
COUNTY OF BEADLE

Filed AUG. 7 20 23
10 o'clock 45 minutes AM
recorded in Disk 174 871k
of the records in my office,
Register of Deeds
TO: HUMANTI He Co.

Grassland Easement Revised July 2014

ent 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 Joseph E. Fritzsche and Lisa M. Fritzsche, husband and wife, of 37659 195th Street, Wessington, SD 57381 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. § 460l-4 to 460l-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 \*\*One Hundred Thirteen Thousand Seven Hundred Seventy Five and No/100\*\* Dollars (\$113,775.00), 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 Beadle County, State of South Dakota, to-wit:

T. 112 N., R. 65 W., 5th P.M. Section 17, the east 1,260 feet of E1/2NW1/4. 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 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 persons 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.
- Notice of acceptance of this Indenture shall be given the Grantors by certified mail addressed to:
   Joseph E. Fritzsche, 37659 195th Street, Wessington, SD 57381
   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. 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 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.

	IN WITNES	S WHEREOF the Grantors have he	reunto set their hands and seals on this	h_day
of_	June	in the year 20 <u>33</u> .		
	1			
	bugh &	Month	Sisa M. Fritische	
Jøs	eph É. Fritzsche		Lisa M. Fritzsche	

ACKNOWLEDGMENT			
STATE OF SOUTH DOKOTU)			
COUNTY OF Beadle ) §§			
On this			
Notary Public:			
SEAL SEAL STORY OF THE SEAL ST			
ACCEPTANCE			
The Secretary of the Interior, acting by and through the Secretary's authorized representative, has executed this agreement on behalf of the United States this day of			
By: United STATES OF AMERICA			
Title: Chief, Division of Realty			
U.S. Fish and Wildlife Service			

	TRACT: 523	3G-1	М	ap: 1 of	1
WILDLIFE MANAGEMENT AREA EASEMENT AUTHORIZED BY MIC	Beadle BRATORY BIRD HUNTING		County, State of RCH 16, 1934, A		
T. <u>112</u> N., R. <u>65</u>					
Section 17, the east 1,260 feet of the	ne E1/2NW1/4.				
	17				
N	Scale: 4" = 1	mile			
This map delineates lands referred to the first part agree to maintain as	o in the easement conveya	ince dated June 15th	h, aoa3, which	the parties	
oseph & Fritzsche		Lia M J	ritizche)		
Legend:					
Boundary of Easeme	ent Description				
Lands covered by pro	ovisions of the easement				

Date: 5/15/2023

Prepared By:

U.S. Fish and Wildlife Service Wetlands Acquisition Office 39650 Sand Lake Drive Columbia, SD 57433 (605) 885-6357

INDEXED

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TO POOLS

STATE OF SOUTH DAKOTA) SS

COUNTY OF BEADLE

SILE

COUNTY OF BEADLE

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of the records in my office,

Register of Deeds

Register of Deeds

Form 3-1916 Revised July 2014

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

THIS INDENTURE, by and between **Joseph E. Fritzsche and Lisa M. Fritzsche, husband and wife, of 37659 195th Street, Wessington, SD 57381** 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, 16 U.S.C. § 460l-4 to 460l-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 small wetland or pothole areas suitable for use as waterfowl production areas, and

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 \*\*Six Hundred Fifty Six Thousand One Hundred Twenty Five and No/100\*\* Dollars (\$656,125.00), the Grantors do hereby convey to the United States, commencing with the acceptance of this indenture by the Secretary which acceptance must be made within 12 months of the execution of this indenture by the Grantor, 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. 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 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 **Beadle** County, State of **South Dakota**, to-wit:

### T. 112 N., R. 64 W., 5th P.M.

Section 13, W1/2, SE1/4 EXCEPT Moser Outlot 1.

### T. 112 N., R. 65 W., 5th P.M.

Section 8, SE1/4;

Section 15, W1/2 EXCEPT Plat of Tract 1 of Rowen Addition in the NW1/4 and SW1/4;

Section 17, N1/2, SW1/4 EXCEPT the south 685.11 feet, SE1/4 EXCEPT the south 1,380 feet;

Section 20, N1/2 EXCEPT Plat of Tract 1 of Rowen Addition in the NW1/4, S1/2SE1/4;

Section 21, W1/2NE1/4, NW1/4, W1/2SW1/4, NE1/4SW1/4.

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 on September 29, 1965 in Book 355 on page 86 and also from a waterfowl management rights easement filed on September 10, 2001 in Disk 2E, #1324 and also from a waterfowl management rights easement filed on July 12, 1973 in Book 355 on page 185 and also from a waterfowl management rights easement filed on April 24, 1973 in Book 355 on page 171 and also from a waterfowl management rights easement filed on August 26, 1976 in Book 355 on page 210, all in records of the Register of Deeds of Beadle 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 Grantors, 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 Grantors 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, although this indenture is acknowledged by the Grantors to be presently binding upon the Grantors 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 the sum of One Dollar, the receipt of which is hereby expressly acknowledged by the Grantors.
- 1a. Vendors, successors and assigns relinquish all interest in Vested Drainage Rights appurtenant to the above-described property, including but not limited to the wetlands delineated 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.

- Notice of acceptance of this agreement shall be given to the Grantors by certified mail addressed to
   Joseph E. Fritzsche, 37659 195th Street, Wessington, SD 57381
   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. 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 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.

IN WITNESS WHEREOF the Grantors have hereunto set their hands and seals on thisday
of June in the year 20 a3.
Joseph E. Fritzsche  Lisa M. Fritzsche
ACKNOWLEDGMENT
STATE OF South Dakota,
country of Beadle ) §§
On this day of in the year 2023 before me personally appeared Joseph E. Fritzsche and Lisa M. Fritzsche, husband and wife, of 37659 195th Street, Wessington, SD 57381,
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: Chad Card
My commission expires: 7/25/2025

### ACCEPTANCE

The Secretary of the Interior, acting by and through this agreement on behalf of the United States this	gh the Secretary's authorized representative, has executed day of
В	THE UNITED STATES OF AMERICA  y:
Т	Chief, Division of Realty
	II C Fish and Wildlife Service

	TRACT: <u>523X-2-</u> 5	M	lap: <u>1</u> of <u>6</u>
WATERFOWL PRODUCTION AREA Beadle EASEMENT AUTHORIZED BY MIGRATORY BIR	RD HUNTING STAMP AC	County, State of T OF MARCH 16, 1934, A	
T. <u>112</u> N., R. <u>64</u> W., <u>5th</u> Section 13, W1/2, SE1/4 EXCEPT Moser Outlot			
	13	0 0	Moser Outlot
This map delineates wetlands referred to in the ed of the first part agree to maintain as a waterfowl enlargement of the delineated wetland areas res	production area. The lands	s covered by this conveya	which the parties nce include any
oseph E. Fritzsche	Lisa M. Fritzso	M trutypeho	<u> </u>
<ul><li>Wetlands Covered by Provisions of this Eas</li></ul>	sement	Boundary of Easement	Description
Wetlands protected by Waterfowl Managemer Rights easement 97X, recorded in Book 355,		Wetland Restoration Str	ucture
<ul> <li>or</li> <li>Wetlands protected by Waterfowl Managemer</li> <li>Rights easement 391X, recorded in Disk 2E, 3</li> </ul>			

Map prepared by: Chad Carlson, Realty Specialist

Legend:

Date: 5/15/2023

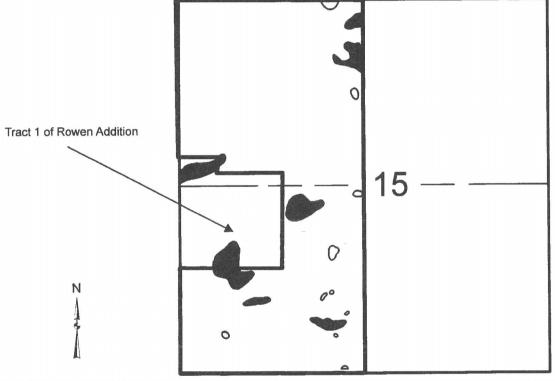
	TDAOT, 522V 2.5	Mary 2 of C
	TRACT: <u>523X-2-5</u>	Map: 2 of 6
WATERFOWL PRODUCTION :	AREA <u>Beadle</u> County, S  'MIGRATORY BIRD HUNTING STAMP ACT OF MARCH 16,	
	W., <u>5th</u> Principal Meridian	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
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This map delineates wetlands	Scale: 4" = 1 mile referred to in the easement conveyance dated Jure 15th, 20	03-3 , which the parties
	in as a waterfowl production area. The lands covered by this owetland areas resulting from normal or abnormal increased wa	
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() and		1
Joseph E. Fritzsche	Lisa M. Fritzsche	2he)
	LIGHT WILL THE SOILE	
Legend:		
Boundary of East	sement Description	
Wetlands Cover	red by Provisions of this Easement	

Date: <u>5/15/2023</u>

TRACT: 523X-2-5

Map: 3 of 6

WATERFOWL PRODUCTION AREA Beadle	County, State of	South Dakota		
EASEMENT AUTHORIZED BY MIGRATORY BIRD HUNTING STAMP ACT OF	MARCH 16, 1934, AS	AMENDED.		
T. 112 N., R. 65 W., 5th Principal Meridian				
Section 15, W1/2 EXCEPT Plat of Tract 1 of Rowen Addition in the NW1/4 and SW1/4.				



Scale: 4" = 1 mile

This map delineates wetlands referred to in the easement conveyance dated June 15th, 3033, 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.

Joseph E. Fritzsche	Jua M Fritzsche	
egend:		

Wetlands Covered by Provisions of this Easement

**Boundary of Easement Description** 



Wetlands protected by Waterfowl Management Rights easement 201X, 1-3, recorded in Book 355, Page 185.

Map prepared by: Chad Carlson, Realty Specialist

Date: 5/15/2023

TRACT: <u>523X-2-5</u>	Map: 4 of 6
WATERFOWL PRODUCTION AREA Beadle County, State  EASEMENT AUTHORIZED BY MIGRATORY BIRD HUNTING STAMP ACT OF MARCH 16, 19	
T. 112 N., R. 65 W., 5th Principal Meridian	
Section 17, N1/2, SW1/4 EXCEPT the south 685.11 feet, SE1/4 EXCEPT the south 1,380 feet.	
000001 17, 1772, 07774 EXOLI 1 tilo 00001 000. 11 1000, 0E 17 1 EXOLI 1 tilo 00001 1,000 1000	
Scale: 4" = 1 mile  This map delineates wetlands referred to in the easement conveyance dated June 15th, 30a of the first part agree to maintain as a waterfowl production area. The lands covered by this corenlargement of the delineated wetland areas resulting from normal or abnormal increased water	iveyance include any
Joseph E. Fritzsche  Lisa M. Fritzsche	>
Legend:	
Boundary of Easement Description	
Wetlands Covered by Provisions of this Easement	

Date: <u>5/15/2023</u>

TRACT: 523X-2-5

WATERFOWL PRODUCTION AREA Beadle

Map: <u>5</u> of <u>6</u>

County, State of South Dakota

Date: 5/15/2023

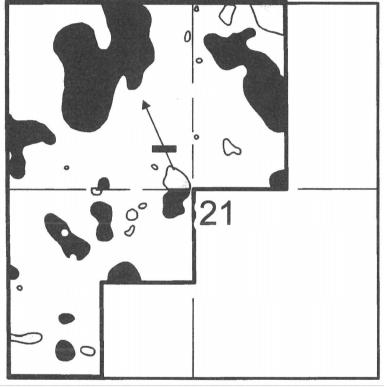
EASEMENT AUT	HORIZED BY MIGRATORY BIRD H	UNTING STAMP ACT OF MARCH 16, 1934, AS AMENDED.
T. <u>112</u>	N., R. <u>65</u> W., <u>5th</u> Pri	ncipal Meridian
Section 20, N1/2	EXCEPT Plat of Tract 1 of Rowen A	ddition in the NW1/4, S1/2SE1/4.
Tract 1 of Rowen Addition		
N		2500
of the first part ag	tes wetlands referred to in the easen gree to maintain as a waterfowl produ	e: 4" = 1 mile nent conveyance dated <u>June 15th</u> 2023 , which the parties action area. The lands covered by this conveyance include any from normal or abnormal increased water.
Joseph E. Fritzsch	The Students	Sisa M. Fritzsche
Legend:		
—— Во	oundary of Easement Description	Wetlands protected by Waterfowl Management Rights easement 189X, recorded in Book 355, Page 171

Wetlands Covered by Provisions of this Easement

TRACT: 523X-2-5

Map: 6 of 6

WATERFOWL PRODUCTION AREA Beadle  EASEMENT AUTHORIZED BY MIGRATORY BIRD HUNTING STAMP ACT OF M	_ County, State of	South Dakota			
T. 112 N., R. 65 W., 5th Principal Meridian	MARCH 10, 1904, A0	AWILINDED.			
Section 21, W1/2NE1/4, NW1/4, W1/2SW1/4, NE1/4SW1/4.					
6 (7)					



N

Scale: 4" = 1 mile

This map delineates wetlands referred to in the easement conveyance dated June 15th, 2033, 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.

Joseph E. Fritzsche

Lisa M. Fritzsche

Legend:

Boundary of Easement Description

Wetlands protected by Waterfowl Management Rights easement 201X,1-3, recorded in Book 355, Page 185 and

Wetlands Covered by Provisions of this Easement

Wetlands protected by Waterfowl Management Rights easement 232X, recorded in Book 355, Page 210.

Wetland Restoration Structure

Map prepared by: Chad Carlson, Realty Specialist Date: 5/15/2023