

No. 8336

FEDERAL SUPPLY COMMISSION, WASHINGTON, D. C. 20501

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

93X

THIS INDENTURE, by and between Clarence Stubbe and Blanche Stubbe, his wife, of De Smet, 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 10, 1934, as amended by section 3 of the Act of August 1, 1958 (72 Stat. 488, 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 six hundred fifty Dollars (\$ 650.00), 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. 111 N., R. 56 W., 5th P.M.
section 8, S $\frac{1}{2}$

Kingsbury County, South Dakota

Subject, however, to all existing rights-of-way, for highways roads, railroads, pipelines, canals, laterals, electrical transmission lines, telegraph and telephone 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 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 reoccurrs 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 Clarence Stubbe at De Smet, South Dakota and such notice shall be binding upon all the parties of the first part without sending a separate notice to each.
3. The parties of the first part warrant that no person or selling agency has been employed or retained to solicit or secure this contract upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the vendor for the purpose of securing business. For breach or violation of this warranty the United States shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage, or contingent fee. Contract No. 14-16-0003-10410
4. 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.
5. 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 estimated interest thus vested in the United States.

IN WITNESS WHEREOF the parties of the first part have hereunto set their hands and seals this 19 February 1965 day of

CLARENCE STUBBE (L. S.)
Clarence Stubbe (L. S.)
BLANCHE STUBBE (L. S.)
Blanche Stubbe (L. S.)
EMMA A MOORE (Witness) (L. S.)
RUTH LEE (L. S.)

ACKNOWLEDGMENT

STATE OF SOUTH DAKOTA, }
County of Kingsbury } ss.
On this 19 day of February, 1965, in the year 65, before me personally appeared Clarence Stubbe and Blanche Stubbe, 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.

VIOLA I. CURLEY
Notary Public (Official Title)
My commission expires 10-13-1967

ACCEPTANCE

This indenture is accepted on behalf of the United States this 16 day of Apr 1965 under the authority contained in section 4 of the Migratory Bird Hunting Stamp Act, as amended, and pursuant to authority delegated by 210 DM 13, Commissioner of Fish and Wildlife Order No. 4, and 4 AM 45D (1).

THE UNITED STATES OF AMERICA
By W. P. SCHAEFER
/s/ W. P. Schaefer
Acting Regional Director
Bureau of Sport Fisheries and Wildlife.

STATE OF SOUTH DAKOTA KINGSBURY COUNTY)
Filed for record the 21 day of April A.D. 1965 at 1 o'clock and 20 minutes PM., and recorded in Book 21 of Misc. on page 439.

DONALD D. MENZEL Register of Deeds

No. 03841

AMENDMENT TO CONVEYANCE OF EASEMENT FOR WATERFOWL MANAGEMENT RIGHTS

WHEREAS, a Conveyance of Easement For Waterfowl Management Rights entered into by Clarence Stubbe and Blanche Stubbe, his wife, of DeSmet, South Dakota, and the United States of America and its assigns, Washington, D.C., dated February 19, 1965, and recorded in Book 21, page 439, of the records of Kingsbury County, South Dakota and described as:

T. 111 N., R. 56 W., 5th P.M. Kingsbury County, South Dakota section 8, S 1/4, except the West 295.16 feet of the North 147.58 feet of the NE 1/4 SE 1/4, and except the West 295.16 feet of the South 295.16 feet of the SE 1/4.

In consideration of One Dollar (\$1.00) and other valuable consideration, in hand paid by the United States, the receipt of which is hereby acknowledged, the parties agree that the existing easement be amended as follows:

The United States and its authorized representatives shall have the right to construct, reconstruct, and maintain all wetland restoration structures shown on Exhibit A, including the right to maintain structure outlets at the mean sea level (MSL) elevations specified.

The parties hereto agree that all other terms and conditions as set forth in the aforementioned Easement will remain unaltered.

IN WITNESS WHEREOF, the vendors have hereunto signed their names the 23 day of October, 1989.

Clarence Stubbe
Blanche Stubbe
Blanche Stubbe, also known as Blanche D. Stubbe

The Secretary of the Interior, acting by and through his authorized representative as executed this amendment on behalf of the United States of America on DEC 4 1989, 19.

THE UNITED STATES OF AMERICA
By Paul B. Hartman
Senior Realty Officer
U.S. Fish & Wildlife Service

03841
STATE OF SOUTH DAKOTA, COUNTY OF KINGSBURY
Filed for record the 11 day of Dec 19 89 at 3:10 o'clock
M.M. Book 31 of Misc on page 631
J. B. Barnes & Williams
Register of Deeds Deputy

FEE \$3.00 (Title)
RECORDED
INDEXED
GRANTOR
GRANTEE
ACKNOWLEDGEMENT

STATE OF South Dakota) ss
COUNTY OF Kingsbury)

On this 23 day of October, 1989, before me personally appeared Clarence Stubbe and Blanche Stubbe, his wife, also known as Blanche D. Stubbe known to me to be the person(s) who are described in and who executed the within instrument, acknowledged to me that they executed the same.



William B. Barnes
My Commission Expires: