



United States Department of the Interior

FISH AND WILDLIFE SERVICE

Room 109 Federal Building
Post Office Box 1514
Aberdeen, South Dakota 57402-1514
605-226-7587

Statement of Just Compensation

Conveyance of Easement for Waterfowl Habitat Protection
(Grassland Easement)

Mr. August Peterson
46525 158th St.
Milbank, SD 57252

South Dakota
Grant W.A.

Dear Mr. Peterson:

An estimate of just compensation has been made for a Conveyance of Easement for Waterfowl Habitat Protection rights in your real property located in Grant County, State of South Dakota, comprising 238.26 acres and legally described as follows:

Township 119 North, Range 50 West, 5th P.M.
Sec. 9, NE1/4 except the E 1,170' of the N 990', NE1/4SW1/4, W 1,070' of the SE1/4

The estimate of value of the real property interest described above is based upon current land sales, assessed values and other indicators of land value relevant to your property and is in compliance with Fish and Wildlife Service policy under Director's Order No. 164, dated January 27, 2004.

The decision whether or not to sell an easement interest now, or in the future, is completely yours. You are under no obligation to sell the easement interests to the United States. If you decide to accept this offer, please contact Robert Severson at (605) 226-7515.

I certify that the estimate of value has been administratively determined to be \$83,700.00.

Signature *Amy W. Huemant*
Title: Realty Supervisor
Date: September 10, 2004



United States Department of the Interior

FISH AND WILDLIFE SERVICE

Room 109 Federal Building
Post Office Box 1514
Aberdeen, South Dakota 57402-1514
605-226-7587

Statement of Just Compensation

Conveyance of Easement for Waterfowl Management Rights
(Wetland Easement)

Mr. August Peterson
47525 158th St.
Milbank, SD 57252

South Dakota
Grant W.A.

Dear Mr. Peterson:

An estimate of just compensation has been made for a Conveyance of Easement for Waterfowl Management Rights in your real property located in Grant County, State of South Dakota, comprising 238.26 acres and legally described as follows:

Township 119 North, Range 50 West, 5th P.M.
Sec. 9, NE1/4 except the E 1,170' of the N 990', NE1/4SW1/4,
W 1,070' of the SE1/4.

The estimate of value of the real property interest described above is based upon current land sales, assessed values and other indicators of land value relevant to your property and is in compliance with Fish and Wildlife Service policy under Director's Order No. 164, dated January 27, 2004.

The decision whether or not to sell an easement interest now, or in the future, is completely yours. You are under no obligation to sell the easement interests to the United States. If you decide to accept this offer, please contact Robert Severson at (605) 226-7515.

I certify that the estimate of value has been administratively determined to be \$3,350.00.

Signature

Amy Weismantel
Title: Realty Supervisor

Date: September 10, 2004



United States Department of the Interior

FISH AND WILDLIFE SERVICE



Waubay National Wildlife Refuge
44401 134A Street
Waubay, South Dakota 57273
Telephone: 605.947.4521 Fax: 605.947.4524

August 12, 2019

IN REPLY REFER TO: Grant 223G
Certified Letter

Regus Farms Inc
5532 10th Ave S
Minneapolis, MN 55417

Dear Regus Farms Inc,

This is a courtesy reminder that this land is covered by a perpetual grassland easement administered by the US Fish and Wildlife Service. Grassland easements require the maintenance of permanent vegetative cover, while allowing haying after July 15 and grazing any time.

Records indicate you are the owner of the following parcel(s) of land:

Easement: Grant 223G
Twp. 119 N. Rng. 50 W.
Sec. 9

Grant, South Dakota

For your convenience, copies of the grassland contract(s) and exhibit map(s) have been enclosed. It is your responsibility to ensure that your tenant(s), if any, are made aware of the terms of this easement. If you have any questions about the easement contract or the exhibit map, please don't hesitate to contact this office at (605) 947-4521.

Sincerely,

Brad Johnson
Deputy Project Leader

Attn: Easement contract, Exhibit map
cc: Easement file

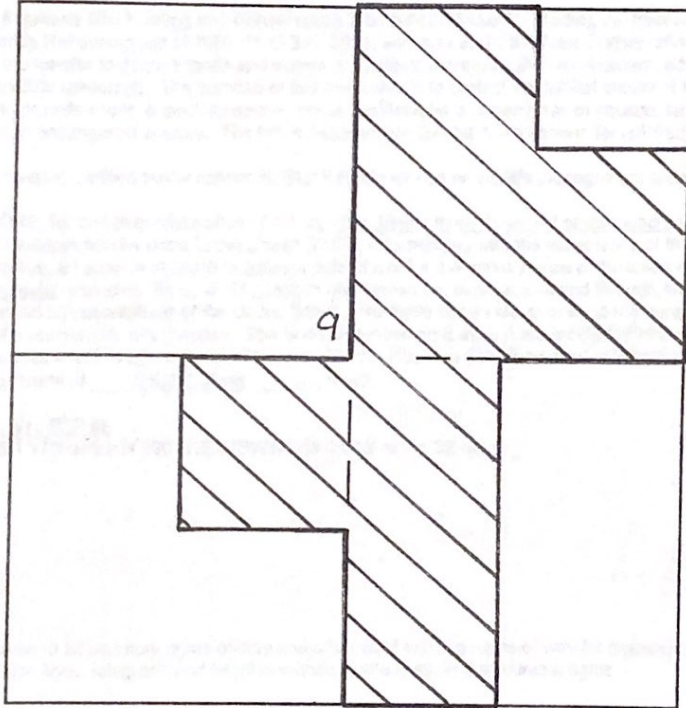
UNITED STATES DEPARTMENT OF THE INTERIOR
FISH AND WILDLIFE SERVICE
EXHIBIT "A"

TRACT 223G

MAP 1 of 1

WILDLIFE MANAGEMENT AREA Grant COUNTY, STATE OF South Dakota
EASEMENT AUTHORIZED BY MIGRATORY BIRD HUNTING STAMP ACT OF MARCH 16, 1934, AS AMENDED.
T. 119 N., R. 50 W., 5th PRINCIPAL MERIDIAN

Sec. 9, NE $\frac{1}{4}$ except the E 1,170' of the N 990', NE $\frac{1}{4}$ SW $\frac{1}{4}$, W 1,070' of the SE $\frac{1}{4}$



Scale: 4 Inches = 1 Mile

This map delineates lands referred to in the easement conveyance dated 10-21-04 which the parties of the first part agree to maintain as a wildlife management area.

August Peterson, President
Landowner Signature

Landowner Signature

Landowner Signature


Landowner Signature

Landowner Signature

Landowner Signature

LEGEND

_____ Boundary of Easement Description

 Lands covered by provisions of the easement

Prepared by: Robert Severson Date: 10-19-2004

Grant 223 g

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

THIS INDENTURE, by and between Regus Farms, Inc., a South Dakota Corporation of Milbank, South Dakota

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 Eighty three thousand seven hundred --- Dollars (\$ 83,700.00), 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 Grant County, State of South Dakota, to-wit:

T. 119 N., R. 50 W., 5th P.M.
Sec. 9, NE1/4 except the E 1,170' of the N 990', NE1/4SW1/4, W 1,070' of the SE1/4

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 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 entitles 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 restriction 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

- 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 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:
August Peterson
4625 150th St. 713 S. 7th SE. *ap*
Milbank, SD 57252
shall be effective upon the date of mailing, and such notice shall be binding upon all Grantors without sending a separate notice to each.
- 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 21st day of October, 2004

Regus Farms, Inc.

(Corporate Seal)

By: August Peterson, President (L.S.)
August Peterson, President

_____ (L.S.)

ACKNOWLEDGEMENT

STATE _____)
COUNTY _____) ss

On this _____ day of _____ in the year 2004 before me personally appeared _____, known to me to be the person described in and who executed the foregoing instrument and acknowledged to me that he executed the same as their his free act and deed.

Notary Public

(SEAL)

My Commission Expires _____

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 MAY 17 2005.

UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR

By:

/s/ HARVEY L. WITTMIER

Title:

CHIEF, DIVISION OF REALTY

U.S. Fish and Wildlife Service



United States Department of the Interior



FISH AND WILDLIFE SERVICE

Waubay National Wildlife Refuge
44401 134A Street
Waubay, South Dakota 57273
Telephone: 605.947.4521 Fax: 605.947.4524

August 12, 2019

IN REPLY REFER TO: Grant 223X
Certified Letter

Regus Farms Inc
% Ken Peterson
5532 10th Ave S
Minneapolis MN 55417

Dear Regus Farms Inc.:

This is a courtesy reminder that the land described below is covered by a perpetual wetland easement administered by the US Fish and Wildlife Service. Wetland easements prohibit draining, burning, levelling, or filling of identified wetland areas.

Records indicate you are the owner of the following parcel(s) of land:

Easement: GRANT 223X
Twp. 119 N. Rng. 50 W.
Sec. 9

Grant County, South Dakota

For your convenience, copies of the wetland contract(s) and exhibit map(s) have been enclosed. It is your responsibility to ensure that your tenant(s), if any, are made aware of the terms of this easement. If you have any questions about the easement contract or the exhibit map, please don't hesitate to contact this office at (605) 947-4521.

Sincerely,

Brad Johnson
Deputy Project Leader

att: Easement contract, Exhibit map
cc: Easement file

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

TRACT 223X

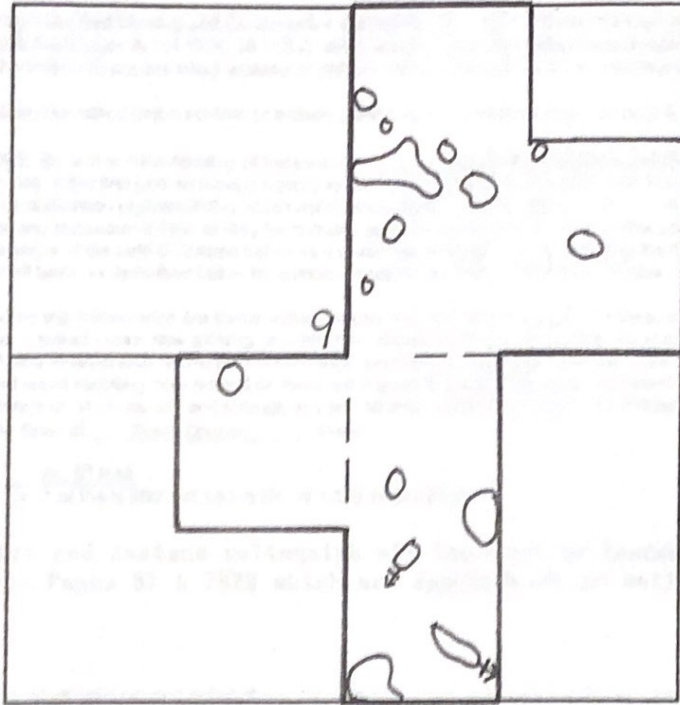
MAP 1 of 1

WATERFOWL PRODUCTION AREA Grant COUNTY, STATE OF South Dakota

EASEMENT AUTHORIZED BY MIGRATORY BIRD HUNTING STAMP ACT OF MARCH 16, 1934, AS AMENDED.

T. 119 N., R. 50 W., 5th PRINCIPAL MERIDIAN

Sec. 9, NE $\frac{1}{4}$ except the E 1,170' of the N 990', NE $\frac{1}{4}$ SW $\frac{1}{4}$, W 1,070' of the SE $\frac{1}{4}$



Scale: 4 Inches = 1 Mile

This map delineates wetlands referred to in the easement conveyance dated 10-21-04 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.

August Peterson, President
 Landowner Signature

 Landowner Signature

 Landowner Signature

 Landowner Signature

 Landowner Signature

 Landowner Signature

LEGEND

_____ Boundary of Easement Description \rightarrow Wetland Restoration Structure

Wetlands covered by provisions of the easement

Prepared by: Robert Severson Date: 10-19-2004

Grant 223X

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

THIS INDENTURE, by and between Regus Farms, Inc., a South Dakota Corporation of Milbank, 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, 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 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 Three thousand three hundred fifty -- Dollars (\$ 3,350.00), 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 9 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 ingress to and egress on, over, across and through any and all lands as described below by authorized representatives of the United States.

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 -

Grant County, State of South Dakota, to-wit:

T. 119 N., R. 50 W., 5th P.M.

Sec. 9, NE 1/4 except the E 1,170' of the N 990', NE 1/4 SW 1/4, W 1,070' of the SE 1/4

ap

Vendors, successors and assigns relinquish all interest in Vested Drainage Rights recorded in MR 205, Pages 87 & 782B which are appurtenant to wetlands on attached Exhibit A.

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 parties of the first part, 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 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.

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.

1a. The United States and its authorized representatives shall have the right to construct, reconstruct, and maintain all wetland restoration structures shown on Exhibit A.

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 herein above 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:

August Peterson
4825 150th St. 7/3 S. 7th St. *ap*
Milbank, SD 57252

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 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 21st day of October, 2004

Regus Farms, Inc.

Corporate Seal

By: August Peterson, President (L.S.)
August Peterson, President

_____ (L.S.)

_____ (L.S.)

_____ (L.S.)

_____ (L.S.)

_____ (L.S.)

_____ (L.S.)

_____ (L.S.)

ACKNOWLEDGEMENT

STATE _____)
COUNTY _____) ss

On this _____ day of _____ in the year 2004 before me personally appeared _____, known to me to be the person described in and who executed the foregoing instrument and acknowledged to me that he executed the same as his free act and deed.

Notary Public

(SEAL)

My Commission Expires _____

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 MAY 17 2005.

THE UNITED STATES OF AMERICA

By: /s/ HARVEY L. WITTMIER
Title: CHIEF, DIVISION OF REALTY
U.S. Fish and Wildlife Service