



# United States Department of the Interior



FISH AND WILDLIFE SERVICE  
20721 392<sup>nd</sup> Ave  
Wolsey, SD 57384

In Reply Refer to:  
FWS/IR05/NWRS

January 5, 2022

Certified Letter # 7020 0640 0000 0897 5442  
Return Receipt requested

Beadle 95X,1-5

Robert & Mary C. Holmes  
301 S O'Connell St %Northwestern Farm MNG  
Marshall, MN 56258

Dear Landowner:

Since the early 1960's, the U.S. Fish and Wildlife Service has been purchasing wetland easements to conserve wetland areas that are important to migratory birds. Wetland easements are perpetual and restrict the rights to drain, burn, fill or level protected wetland areas. Public records indicate that you own property that is covered by a U.S. Fish and Wildlife Service wetland easement. The property as described is wholly or partially located within:

T. 111N., R. 63W., Sec. 20, E2NW4  
T. 111N., R. 63W., Sec. 25, S2 except RR ROW  
Beadle County  
South Dakota

The enclosed wetland easement map represents the U.S. Fish and Wildlife Service's effort to depict the approximate sizes, shapes and locations of all wetland areas protected by the provisions of the easement. These wetland areas meet the definition as stated in the easement contract which includes "...any areas covered with marsh vegetation..." and "...any surface water including lakes, ponds, marshes, sloughs, swales, swamps or potholes, now existing or recurring..." It does not and is not intended to depict the water level of any wetland area in any given year. Any draining, burning, filling or leveling of the wetland areas depicted on the map without a permit issued by the U.S. Fish and Wildlife Service is a violation of the easement provisions. Please review the enclosed wetland easement contract and map carefully.

You may contact me within 40 calendar days from the date you received this letter via certified mail if you have questions, concerns, or objections with the wetland easement map. I am willing to discuss and/or meet with you and answer your questions, review your concerns and correct any errors within that 40-day period. If you wish to designate another individual to represent you to discuss the wetland easement map(s), you must provide a legally sufficient document (e.g., affidavit or power of attorney) that is signed by you and notarized.

Please note all wetland easement maps provided to landowners depict equal or less wetland area acres for which the U.S. Fish and Wildlife Service paid the original landowner (referred to as Easement

INTERIOR REGION 5  
MISSOURI BASIN

INTERIOR REGION 7  
UPPER COLORADO RIVER BASIN

KANSAS, MONTANA\*, NEBRASKA, NORTH DAKOTA,  
SOUTH DAKOTA

COLORADO, NEW MEXICO, UTAH, WYOMING

\*PARTIAL

RECEIVED JAN 10 2022

Summary). In some circumstances, the U.S. Fish and Wildlife Service identified more wetland area acres than Easement Summary, and wetland areas were eliminated from the wetland easement map provided in this correspondence. During the appeals process, if the U.S. Fish and Wildlife Service removes or adjusts the boundary of a wetland area on the wetland easement map, then the U.S. Fish and Wildlife Service may map additional identifiable wetland areas as protected under the easement to meet or come close to mapping up to summary acreage (Easement Summary) in order to maintain the property interest originally acquired by the United States (5 CFR 2635.704).

If you do not object to the wetland easement map within 40 calendar days, the wetland easement map will be considered final. If, in that time, we cannot agree on the boundaries and location depicted on the wetland easement map, I will send you a "Final Decision" letter. After receipt of my Final Decision, you may appeal the wetland easement map as follows:

- Submit your notice of appeal, statement of reasons for the appeal, and any supporting materials or explanation in writing within 30 calendar days of the date you receive the "Final Decision" letter from the Refuge Manager to the Regional Director at the address or email listed below. Your statement of reasons should include a detailed explanation of why you are appealing the wetland easement map.

Regional Director  
C/O: Map Appeal  
U.S. Fish and Wildlife Service      or      [RD\\_Appeals@fws.gov](mailto:RD_Appeals@fws.gov)  
P.O. Box 25486  
Denver, Colorado 80225

- The Regional Director will review and make a decision on your appeal within 45 calendar days from the receipt of your letter. The Regional Director is willing to discuss and/or meet with you and review your concerns.
- If the Regional Director grants your appeal, the wetland map will be revised and a new copy of the map, with an explanation of the decision, will be sent to you and the local U.S. Fish and Wildlife Service office.
- If your appeal is not granted, you may submit an appeal to the Director of the U.S. Fish and Wildlife Service. Submit your notice of appeal, statement of reasons for the appeal, and any supporting materials or explanation in writing within 30 calendar days of the date of the decision from the Regional Director to the Director of the U.S. Fish and Wildlife Service at the address or email listed below. Your statement of reasons should include a detailed explanation of why you are appealing the map.

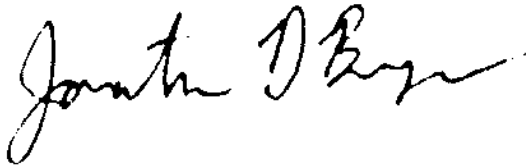
Director  
C/O: Map Appeal  
U.S. Fish and Wildlife Service  
U.S. Department of the Interior      or      [Director\\_Appeals@fws.gov](mailto:Director_Appeals@fws.gov)  
1849 C Street, NW  
Washington, DC 20240

- The Director of the U.S. Fish and Wildlife Service will review and make a decision on your appeal within 45 calendar days of receipt of your letter. If the Director grants your appeal, the wetland map will be revised and a new copy of the map, with an explanation of the decision, will be sent to you and the local U.S. Fish and Wildlife Service office.
- If your appeal is not granted, a copy of the final wetland map and an explanation of the decision will be sent to you and the local U.S. Fish and Wildlife Service office. The decision of the Director will be

considered the final agency action on the determination and, and this point, your administrative appeals will have been deemed exhausted.

If you have any questions about the enclosed easement contract or the map, including what is and is not allowed on protected wetland areas, please contact me at the address listed above or at 605-350-0712.

Sincerely,

A handwritten signature in black ink, appearing to read "Jonathan D. Beyer". The signature is fluid and cursive, with a long horizontal stroke at the end.

Jonathan Beyer  
Station Manager  
Huron Wetland Management District  
Western South Dakota Wetland Management District Complex

Enclosure: wetland easement contract and map(s)  
cc: Beadle County 95X,1-5

3-1916  
Rev. 1963

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

95X1-5

THIS INDENTURE, by and between **Mary Ingea Conner, a widow, c/o Santa Barbara College, Valley City, North Dakota, and Evelyn E. Morris and Solina V. Morris, his wife, of 3468 Alden Road, Riverside, California**

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 one hundred~~ **one thousand one hundred** Dollars (~~\$1,100.00~~), 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~~ **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. 43 W., 24th P.M. Saddle County, South Dakota**  
**section 19, NE 1/4 lying north of railroad R/W, Lot 3, SE 1/4,**  
**SW 1/4 lying south of railroad R/W**  
**section 20, SW 1/4**  
**section 25, S 1/2 except railroad R/W**

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 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. Excepted are certain drainage ditches which the parties of the first part may maintain and/or wetlands which are deleted from the provisions of this easement. The above exceptions are shown on a map certified by the Regional Director at the time of acceptance.

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 to the parties of the first part by certified mail addressed to **Mary Ingea Conner c/o Santa Barbara College, Valley City, N. Dakota** and such notice shall be binding upon all the parties of the first part without sending a separate notice to each.

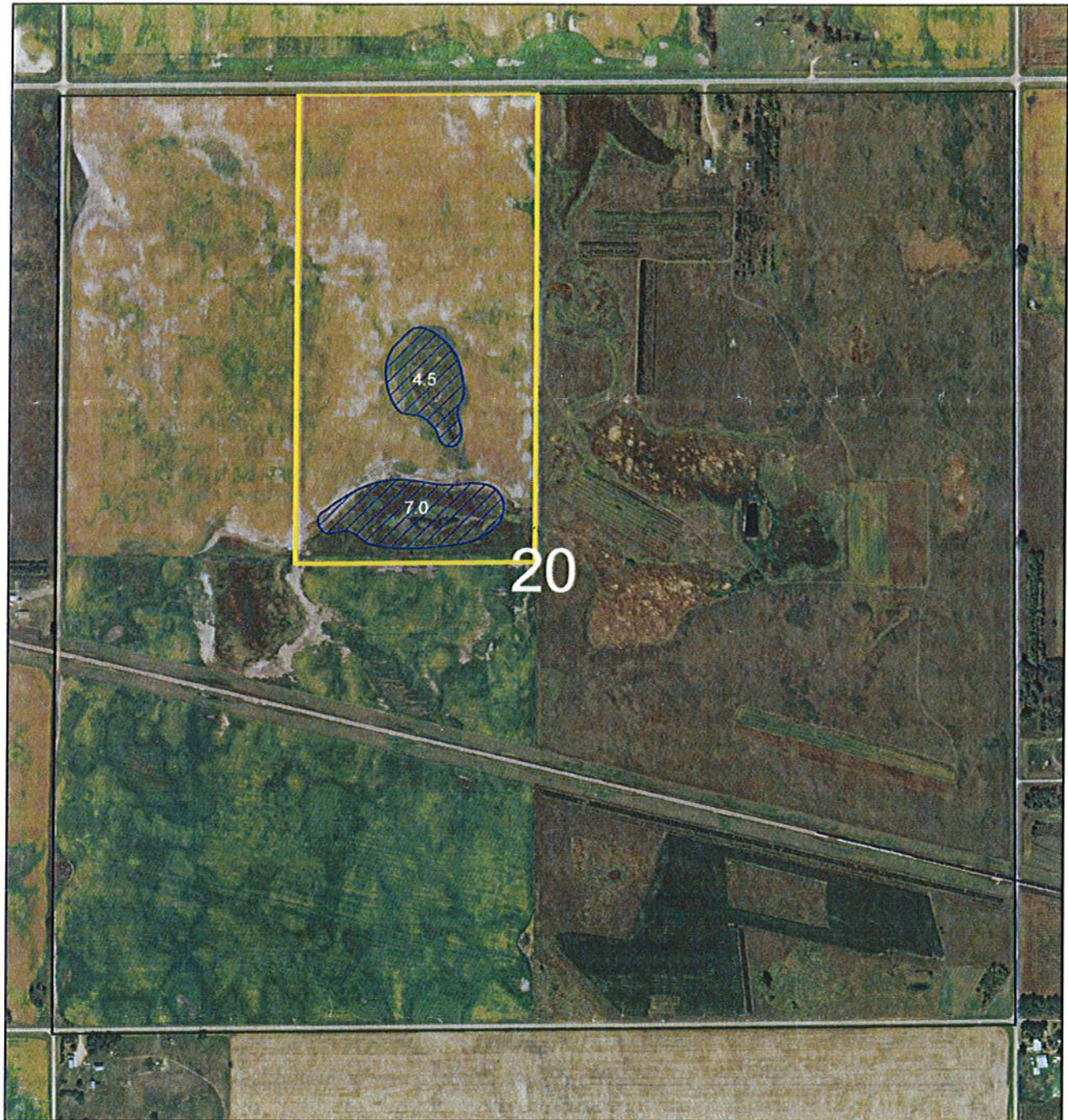
3. The parties of the first part warrant that no person or selling agency has been employed or retained to solicit or secure this contract upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the vendors 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.



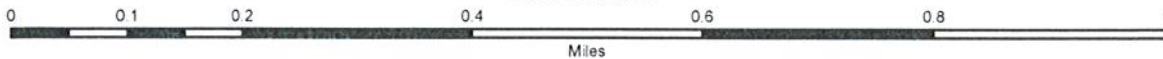


95X, 1-5  
T 111 N. R 63 W.  
SECTION 20, E 1/2NW1/4




Beadle County, South Dakota



Scale: 1:10,560



The U.S. Fish & Wildlife Service (Service) has purchased and owns a perpetual easement which restricts the rights to drain, burn, fill or level any wetland areas depicted on this map. This map represents the Service's effort to depict the approximate sizes, shapes, and locations of all protected wetland areas and is not intended to depict water levels in wetland areas for any given year. Wetland area acre estimates are provided to demonstrate that mapped wetland areas are consistent with the acres for which the Service paid. Any other interpretation of the estimated wetland area acreages may lead to a mischaracterization of the easement conveyance. A permit is required from the Service before conducting activities that result in the draining, burning, filling or leveling of wetland areas identified on this map.

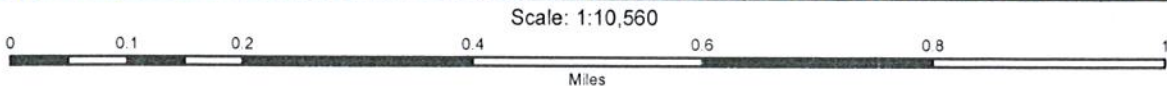
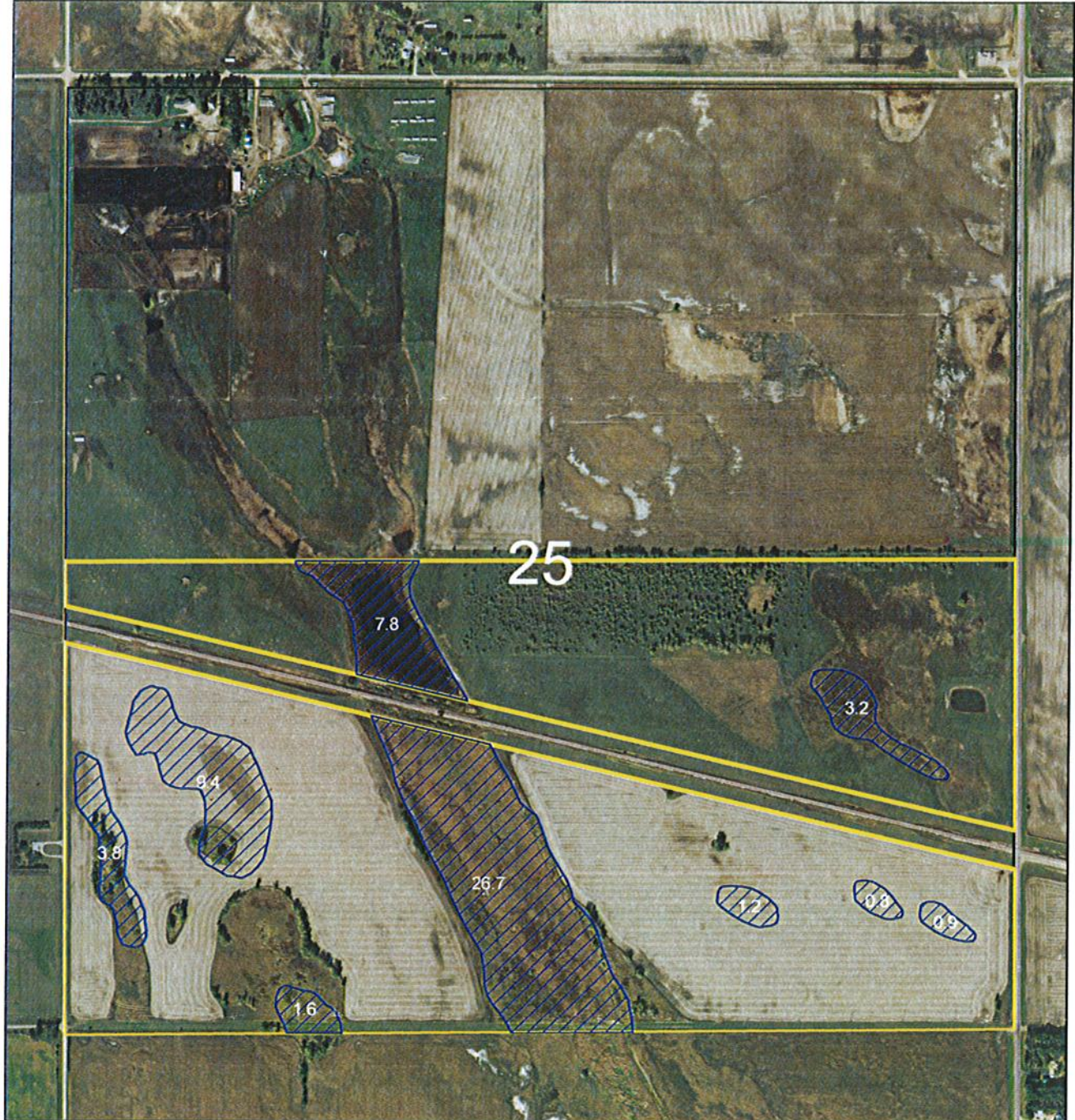
-  Section Boundary
-  Boundary of Easement Description
-  Wetland Areas Covered by Provisions of the Easement






95X,1-5  
T 111 N. R 63 W.

Beadle County, South Dakota

SECTION 25, S1/2 except railroad R/W



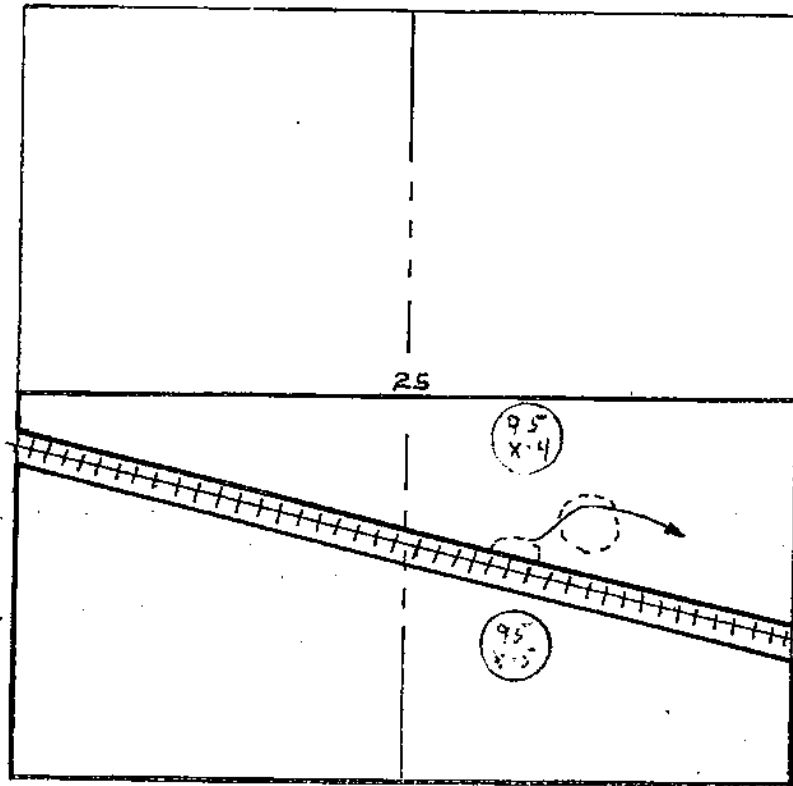
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-  Section Boundary
-  Boundary of Easement Description
-  Wetland Areas Covered by Provisions of the Easement

United States Department of the Interior  
 Fish and Wildlife Service  
 Bureau of Sport Fisheries and Wildlife  
 Branch of Realty

DRAINAGE FACILITY MAP

Canine et al., Mary Hagen TRACT 95X-4,5 295.58 ACRES  
 WATERFOWL PRODUCTION AREA Beadle COUNTY South Dakota  
 EASEMENT AUTHORIZED BY MIGRATORY BIRD HUNTING STAMP ACT OF MARCH 16, 1934, AS AMENDED  
 DESCRIPTION: FIFTH PRINCIPAL MERIDIAN  
 T. 111 N., R. 62 W.  
 section 25, S $\frac{1}{2}$  except r.r.r.o.w.



I hereby certify that this map represents the excepted drainage  
 ditches and/or deleted wetlands referred to in the easement  
 agreement executed 4/2/65 and accepted on JUL 8 1965

/s/ W. P. Schaefer  
 Acting Regional Director



Wetlands Deleted from the Provisions of the Easement

Wetlands Drained

Open Ditch

Scale - 4" = 1 mile

Map drawn by: ac Bonnich Date: 4/19/65