



United States Department of the Interior

FISH AND WILDLIFE SERVICE
Western South Dakota WMD Complex
Sand Lake NWR/WMD
39650 Sand Lake Drive
Columbia, SD 57433



9/23/2026

Dear Todd,

As requested, I have attached the easement contracts and maps for all easements within the SW 1/4 of Section 22-119T-70R. The easements within this section are Faulk 77X,1 and 77G,1,2. I have included an outline below of the provisions of the easements.

Grassland Easements

Under the grassland easement Grantors will cooperate in the maintenance of the wildlife management area by maintaining permanent vegetative cover, consisting of grasses, forbs, and low-growing shrubs, on said habit 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 alternation 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. This includes food plots, tree plantings, building and road construction. Grazing the easement land is permitted at any time throughout the calendar year without approval.

If a landowner requests to conduct any activities that might violate the provisions of the easements, please contact the District office. The requested use will be evaluated, and a determination will be made as to allowing or denying the request.

Wetland Easements

The Service has purchased and owns perpetual rights which restrict or prohibit the right to drain, level, burn, or fill any protected wetland basins depicted on the attached maps. This Exhibit A and any supplemental maps represent the Service's effort to depict the approximate location, size, and shape of all protected wetlands based on information, maps, and aerial photographs available at the time this map was prepared. However, wetlands are hydrologically dynamic systems, with expanding and contracting water levels. This map is not meant to depict water levels in the wetland in any given year. The Service reserves the right to correct this map provided the mapped acreage remains consistent with the Easement's Summary Acres.

In summary, there are three points to remember about wetland easements:

1. The map does not and is not intended to provide the exact size or configuration of the wetlands protected by the provisions of the easement.
2. Any burning, draining, filling, or leveling of wetlands depicted on the wetland easement map without a permit issued by the Service is a violation of the provisions of the easement.
3. It is the landowner's responsibility to contact the Service if there are any questions concerning mapped wetlands.

If you have any questions about the easement contracts or maps, please contact me at 701-403-6326.

Sincerely,

A handwritten signature in cursive script, appearing to read "Noah Hazard".

Noah Hazard
Wildlife Refuge Specialist
Sand Lake NWR

LA ORIGINAL

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

77X,1

THIS INDENTURE, by and between Paul J. Clement and Clara Clement, his wife,
of Faulkton, 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 three thousand one hundred eighty
(\$ 3180.00), 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. 119 N., R. 70 W., 5th P.M.

Faulk County, South Dakota

sec. 22, all;

sec. 23, NW 1/4;

sec. 27, NW 1/4;

sec. 34, NW 1/4.

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, 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.

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 accept-
ance, 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 Paul J. Clement at Faulkton, 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 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.

Contract No. 14-16-0003-11004

77X,1

71

52XJ

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 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 7th day of April, 1965

Paul J. Clement (L.S.)
Paul J. Clement

Clara Clement (L.S.)
Clara Clement

____ (L.S.)

____ (L.S.)

____ (L.S.)
(Witness)

____ (L.S.)

ACKNOWLEDGEMENT

STATE South Dakota)
COUNTY OF Faulk) ss

On this 7th day of April, in the year 1965, before me personally appeared Paul J. Clement and Clara Clement, his wife, known to me to be the persons described in and who executed the foregoing instrument and acknowledged to me that they (he) executed the same as their (his) free act and deed.

Milton D. McClure
Milton D. McClure

Notary Public
(Official Title)

(SEAL)

My commission expires July 2, 1972

ACCEPTANCE

This indenture is accepted on behalf of the United States this JUL 19 1965, day of July, 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 1.3, Commissioner of Fish and Wildlife Order No. 4, and 4 AM 4.5D(1).

THE UNITED STATES OF AMERICA

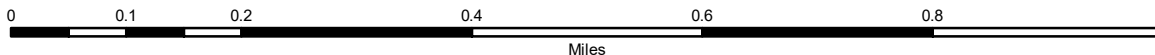
By R. W. Burwell
R. W. Burwell
(Title) Regional Director
Bureau of Sport Fisheries and Wildlife, 21100

77X,1
T 119 N. R 70 W.
SECTION 22, all

Faulk 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

Data Sources: FSA: NAIP Imagery 2018, USFWS: Easement Boundary, BLM: Public Land Survey System (Sections). Map Date: 4/27/2020

Grassland Easement
November 1989

UNITED STATES DEPARTMENT OF THE INTERIOR
U.S. FISH AND WILDLIFE SERVICE

GRANT OF EASEMENT FOR WATERFOWL HABITAT PROTECTION

Paul Clement, also known as

THIS INDENTURE, by and between Paul J. Clement and Clara Clement, his wife, of Faulkton, SD

hereinafter referred to as Grantors, and the UNITED STATES OF AMERICA, 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. 4601-9(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 Sixty-Eight Thousand Four Hundred—Dollars (\$68,400.00), 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 the 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 Faulk County, State of South Dakota, to-wit:

T. 119 N., R. 70 W., 5th P.M.

sec. 22, N½, SW¼, W½SE¼, W½SE½SE¼, SE½SE½SE¼

sec. 28, all

sec. 34, SW¼

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 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 the 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 from 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 and for their heirs, successors, assigns, lessees, and any other person 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 until after July 15 in any calendar year, no alteration of grassland, wildlife habitat or other natural features, 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.
4. This easement and the covenants and agreements contained herein shall run with the land, 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.

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 of America 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. 666dd.

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 of 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 AMERICA, of sum of One Dollar, the receipt of which is hereby expressly acknowledged by Grantors.
2. Notice of acceptance of this Indenture shall be given the Grantors by certified mail addressed addressed to
Mr. Paul J. Clement, HCR 1, Box 113, Faulkton, SD 57438
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. 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 15 day of JUNE, 1912

Paul J. Clement
Paul J. Clement, also known as Paul Clement

Clara Clement
Clara Clement

(L.S.)

(L.S.)

(L.S.)

(L.S.)

(L.S.)

(L.S.)

ACKNOWLEDGMENT

State S. Dakota)
County of Faulk) ss

Register of Deeds

On this 15 day of June, in the year 1992, before me personally appeared Paul Clement, also known as Paul J. Clement and Clara Clement

_____, his wife, known to me to be the person(s) described in and who executed the foregoing instrument and acknowledged to me that they (he/she) executed the same as their (his/her) free act and deed.

Patrick C Russell
Notary Public

(SEAL)

My commission expires 10-2-93

ACCEPTANCE

The Secretary of the Interior, acting by and through his authorized representative, has executed this agreement on behalf of the United States this THIRTY day of APRIL, 1944.

THE UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR

By:

Paul H. Hartmann
CHIEF, DIVISION OF REALTY

Title:

U.S. Fish and Wildlife Service

Grandford Easement
November, 1988

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

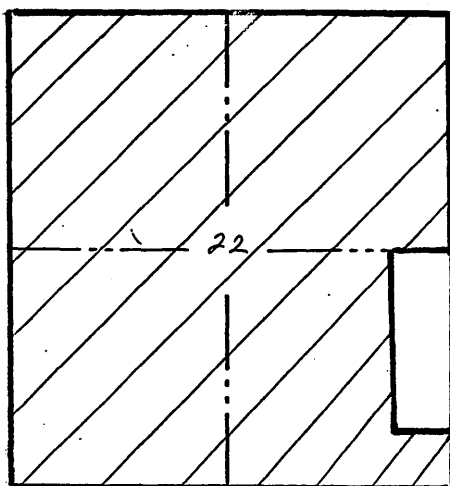
Map 1 Of 3

TRACT 77G,1,2

WILDLIFE MANAGEMENT AREA Faulk COUNTY, STATE OF South Dakota

T. 119 N., R. 70 W. 5th PRINCIPAL MERIDIAN

sec. 22, N $\frac{1}{2}$, SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, W $\frac{1}{2}$ E $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$



Scale: 4 inches = 1 Mile

This map delineates lands referred to in the easement conveyance dated 6-15-92 which the parties of the first part agree to maintain as a Wildlife Management Area.

LEGEND

Boundary of Easement Description



Lands covered by provisions of the easement

Paul J. Clement
Landowner Signature

Prepared by: Pat Russell

Date: 6/9/92

Granddams Easement
November, 1988

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

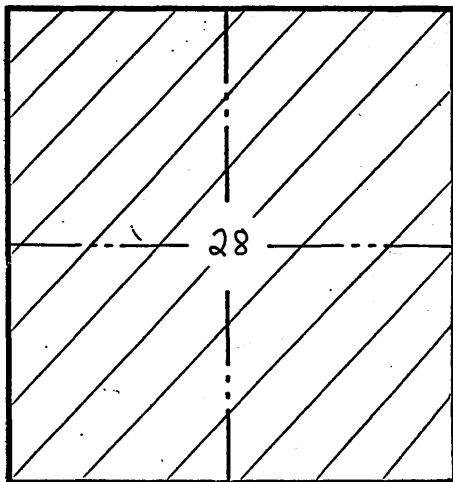
Map 2 of 3

TRACT 77G, 1, 2

WILDLIFE MANAGEMENT AREA Faulk COUNTY, STATE OF South Dakota

T. 119 N., R. 70 W. 5th PRINCIPAL MERIDIAN

sec. 28, all



Scale: 4 inches = 1 Mile

This map delineates lands referred to in the easement conveyance dated 6-15-92
which the parties of the first part agree to maintain as a Wildlife Management Area.

LEGEND

Boundary of Easement Description



Lands covered by provisions of the easement

Paul J. Clement
Landowner Signature

Prepared by: Pat Russell

Date: 6/9/92

Grand Easement
November, 1929

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

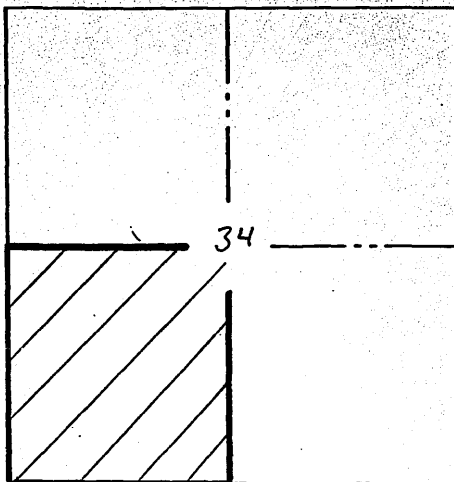
Map 3 of 3

TRACT 77G.1,2

WILDLIFE MANAGEMENT AREA Faulk COUNTY, STATE OF South Dakota

T. 119 N., R. 70 W. 5th PRINCIPAL MERIDIAN

sec. 34, 5th



Scale: 4 inches = 1 Mile

This map delineates lands referred to in the easement conveyance dated 6-15-92 which the parties of the first part agree to maintain as a Wildlife Management Area.

LEGEND

Boundary of Easement Description



Lands covered by provisions of the easement

Paul J. Cline
Landowner Signature

Prepared by: Pat Russell

Date: 6/9/92