OFF 'E OF COUNTY RECORDER
Douglas County, Minnesota
Filed for record this 17th day of
September, 20 04 at
10:30 o'clock A. m.
Doc. No. 261814
Darlene Clemens Recorder
Judith Ross Deputy

Form 3-1916
(Revised October, 1989)

This conveyance is exempt from the Minnesota State Deed Transfer Tax. (Minn. Stat. § 287.22(F))

Myhrman, Ellig, & Myhrman 106 E Washington Ave. Fergus Falls 56537

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

THIS INDENTURE, by and between **Myron C. Larson, also known as Myron Larson, and Shirley Ann Larson, also known as Shirley Larson, husband and wife, of Garfield, Minnesota**, 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. 4601-9(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 **Seven Thousand Four Hundred Seventy-five and No/100 Dollars ($7,475.00)**, 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 nine 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 man-made 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 Douglas County, State of Minnesota to-wit:

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T. 128 N., R. 39 W., 5th P.M.
Section 28, N½NW¼.

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.

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 wetlands 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 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 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 **Mr. Myron C. Larson** at **135522 Moe Hall Road, Garfield, MN 56332** 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.

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IN WITNESS WHEREOF the parties of the first part have hereunto set their hands and seal this 13th day of February, 2004.

Myron C Larson (L.S.)
Myron C. Larson

Shirley Ann Larson (L.S.)
Shirley Ann Larson

ACKNOWLEDGMENT

STATE OF Minnesota)
)
COUNTY OF Otter Tail)

On this 13th day of February, in the year 2004, before me personally appeared Myron C. Larson and Shirley Ann Larson, husband and 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.

(SEAL)

TREVA L. MAYFIELD
NOTARY PUBLIC - MINNESOTA
OTTER TAIL COUNTY
My Commission Expires JAN. 31, 2005

Treva L. Mayfield
Notary Public
My Commission Expires 1-31-05

ACCEPTANCE

The Secretary of the Interior, through his authorized representatives, has executed this agreement on behalf of the United States this 1st day of September, 2004.

THE UNITED STATES OF AMERICA
By: Patrick G. Cassell
Title: Senior Realty Officer
U.S. Fish and Wildlife Service

This instrument drafted by Lynn Sebek, an employee of the Fish and Wildlife Service, U.S. Department of the Interior, Fergus Falls, Minnesota 56537.