



# United States Department of the Interior

## FISH AND WILDLIFE SERVICE

IN REPLY REFER TO:

Morris Wetland Management District  
43875 230<sup>th</sup> St.  
Morris, MN 56267

August 17, 2005

**CERTIFIED MAIL: 7000 0600 0025 7641 25870**

Mr. Don Anspach  
46349 Wintermute Lane  
Morris, MN 56267

Dear Mr. Anspach:

The U.S. Fish and Wildlife Service (Service) has purchased and owns perpetual rights which restrict or prohibit the right to drain, burn, level, or fill any wetland basin on the ownership represented by the attached map. This map represent the Service's effort to depict the approximate location of all the protected wetland basins based on information and maps available at the time the map was prepared. However, because climatological and other natural conditions may cause the shape and location of wetland basins to change over time and from time to time, these maps may or may not show wetlands as they appear in any given year. This map will not and is not intended to provide the exact size of the wetlands protected by the provisions of the easement.

The water level of these wetlands naturally increase and decrease depending on the natural water cycle. The Service has procedures which allow landowners to remove sheet water or water from wetlands that are affecting roads and buildings. If issues arise concerning individual wetlands basins represented on the map, each will be looked at on a case by case basis. It is the landowner's responsibility to contact the Service if there are any questions concerning the burning, draining, filling, and/or leveling of wetlands depicted on the easement wetland map you are being provided.

In summary there are three points to remember about this wetland map:

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 provision of the easement.
3. It is the landowner's responsibility to contact the Service if there are any questions concerning mapped wetlands.



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FISH AND WILDLIFE SERVICE

Morris Wetland Management District  
43875 230<sup>th</sup> St.  
Morris, MN 56267

Landowners are responsible for upholding the contract conditions and you should consider informing any tenants of the easement terms.

If you have any questions concerning this map or the easement contract, please contact the U.S. Fish & Wildlife Service's Morris office at 320/589-1001.

Sincerely,

A handwritten signature in black ink that reads "Wayne A. Henderson". The signature is written in a cursive style.

Wayne A. Henderson  
Easement Biologist

Attached: Stevens County Easement# 134X

Form 3-1914  
(Revised Sept. 1976)

## UNITED STATES DEPARTMENT OF THE INTERIOR

## U. S. FISH AND WILDLIFE SERVICE

(184)

## CONVEYANCE OF EASEMENT FOR WATERFOWL MANAGEMENT RIGHTS

THIS INDENTURE, by and between Richard T. Hagstrom and Joanne Hagstrom, husband and wife, of Route #1, Morris, 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, 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 (\$ 3,000.00 ) Three Thousand and No. 00. Dollars, 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 access thereto 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. Said lands are located within, and the aforementioned right of access extends over all lands within the following described legal subdivision(s) in Stevens County, State of Minnesota, to wit:

T. 125 N., R. 42 W., 5th P.M.  
section 24, the north 792 feet of the NW<sup>1</sup> and NE<sup>1</sup> being parts of lots 3 and 4 of Stevens County Subdivision.

Subject, however, to all 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 in with earth or any other material or leveling any part or portion of said delineated wetland areas; and by not burning any marsh 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.

## 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.

Contract No. 22-05-0000-29609

134X

2. Notice of acceptance of this agreement shall be given the parties of the first part by certified mail addressed to Mr. Richard T. Hagstrom at Route #1, Morris, MN 56267 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 9th day of July 19 80.

\_\_\_\_\_(L.S.) Richard T. Hagstrom (L.S.)  
 \_\_\_\_\_(L.S.) Joanne Hagstrom (L.S.)  
 \_\_\_\_\_(L.S.) \_\_\_\_\_(L.S.)  
 \_\_\_\_\_(L.S.) \_\_\_\_\_(L.S.)

ACKNOWLEDGMENT

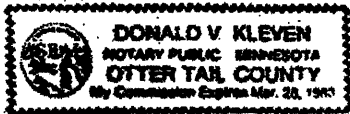
STATE MINNESOTA  
 COUNTY OF STEVENS

On this 9th day of July, in the year 1980, before me personally appeared

Richard T. Hagstrom and Joanne Hagstrom

his wife, known to me to be the persons described in and who executed the foregoing instrument and acknowledged to me that they had executed the same as their free act and deed.

Donald V. Kleven  
 Donald V. Kleven  
 Otter Tail County, Minnesota  
 (Notary Public)



Notarial Seal Affixed.

March 28, 1983

My commission expires

This instrument drafted by Donald V. Kleven, an employee of the Fish and Wildlife Service, U.S. Department of Interior, Fergus Falls, MN 56537.

I hereby certify that this conveyance is exempt from the Minnesota State Deed Transfer Tax.

William J. Anderson  
 Chief, Realty Management Section

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

DEC 10 1980

19

THE UNITED STATES OF AMERICA

By Thomas J. ...  
 (Title) Acting Regional Director  
 U. S. Fish and Wildlife Service

Richard T. Hagstrom and Joanne Hagstrom,  
husband and wife.

To.

United States of America, acting by and  
through the Secretary of the Interior; By  
Thomas Follrath, Acting Regional Direc-  
tor, Fish and Wildlife Service.

No. 147.

Easement.

Dated July 9, 1980.

Recorded December 22, 1980, at 1: P.M.,  
In Book 27 of Misc. on page 274.

Conveys a permanent easement (in perpetuity) or  
right of use for the maintenance of the land de-  
scribed below as a waterfowl production area,  
including the right of access thereto by authorized  
representatives of the United States. The lands  
covered by this conveyance are those wetland areas,

---continued on next page---

---No. 147 continued---

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 attached hereto as Exhibit "F" 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. Said lands are located within, and the aforementioned right of access extends over all lands within the following described legal subdivision in Stevens County, State of Minnesota, to-wit: Township 125 North, Range 42 West, 5<sup>th</sup> P.M., Section 24, the north 792 feet of the NW1/4NE1/4 being parts of Lots 3 and 4 of Stevens County Subdivision. Subject however, to all 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 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 drainage 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 "F"; by not filling in with earth or any other material or leveling any part or portion of said delineated wetland areas; and by not burning any marsh 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 party 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, haycutting, 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.

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No. 148.

First Federal Savings & Loan Association of  
Morris/Breckenridge, a Corporation; By Robert

Partial Release of Mortgage.  
Dated August 27, 1981.

EXHIBIT "A"

Map 1 of 1

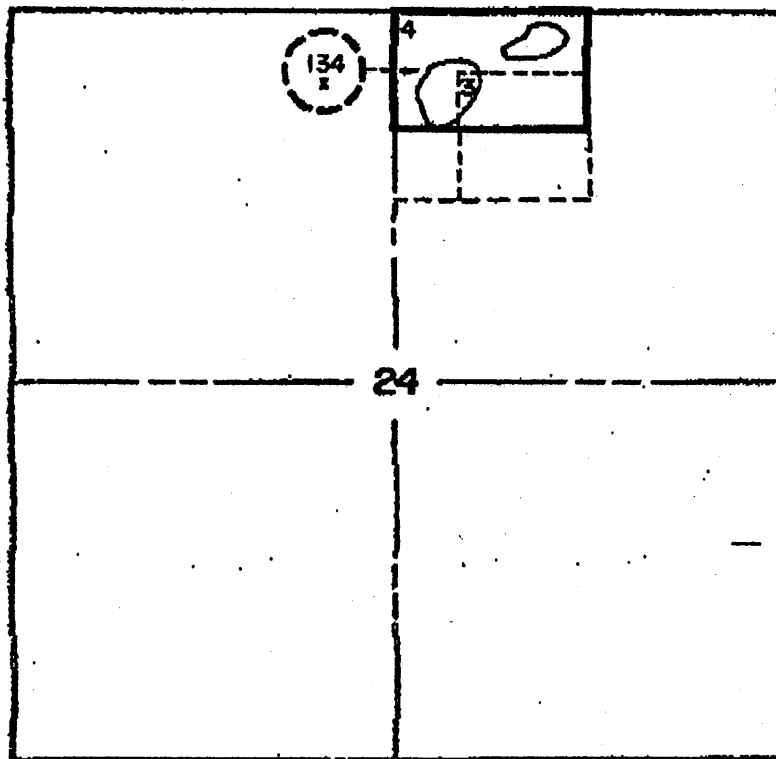
TRACT (134X)

WATERFOWL PRODUCTION AREA STEVENS COUNTY, STATE OF MINNESOTA

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

T. 125 N., R. 42 W., 5th PRINCIPAL MERIDIAN

section 24, the north 792 feet of the NW $\frac{1}{4}$ NE $\frac{1}{4}$  being parts of lots 3 and 4  
of Stevens County Subdivision.



Scale: 4 Inches = 1 Mile

This map delineates wetlands referred to in the easement conveyance dated July 9, 1980, which the parties of the first part agree to maintain as a waterfowl production area. The lands covered by this conveyance include any enlargements of the delineated wetland areas resulting from normal or abnormal increased water.

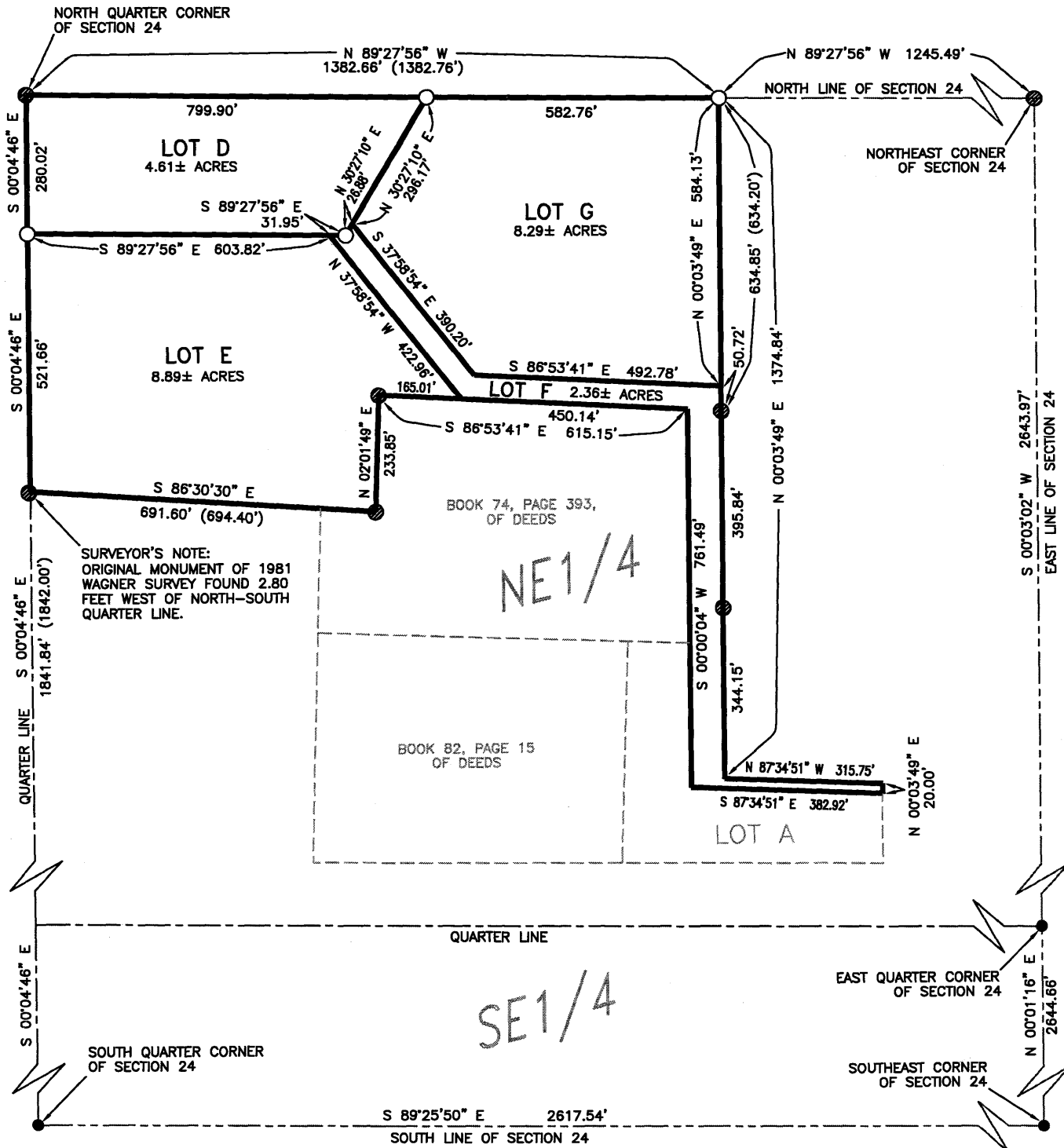
*Richard T. Hagstrom*  
Landowner Signature

Richard T. Hagstrom

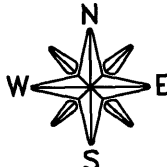
LEGEND

————— Boundary of Easement Description

LOTS D, E, F, AND G OF THE NORTHEAST QUARTER OF SECTION 24,  
TOWNSHIP 125 NORTH, RANGE 42 WEST, STEVENS COUNTY, MINNESOTA



SURVEYOR'S NOTE:  
ORIGINAL MONUMENT OF 1981  
WAGNER SURVEY FOUND 2.80  
FEET WEST OF NORTH-SOUTH  
QUARTER LINE.



SCALE 1" = 300'

LEGEND

● = FOUND CORNER MONUMENT

LOTS D, E, F, AND G OF THE NORTHEAST QUARTER OF SECTION 24,  
TOWNSHIP 125 NORTH, RANGE 42 WEST, STEVENS COUNTY, MINNESOTA

LOT D DESCRIPTION

That part of the Northwest Quarter of the Northeast Quarter (NW1/4 NE1/4) of Section Twenty-four (24), Township One hundred twenty-five (125) North, Range Forty-two (42) West, Stevens County, Minnesota, described as follows:

Commencing at the northeast corner of said Section Twenty-four (24); thence North 89 degrees 27 minutes 56 seconds West, assumed bearing along the north line of said Section, a distance of 1828.25 feet to the point of beginning of the tract to be described; thence continuing North 89 degrees 27 minutes 56 seconds West, along said north line, a distance of 799.90 feet to the northwest corner of the said Northeast Quarter (NE1/4) of said Section; thence South 00 degrees 04 minutes 46 seconds East, along the west line of the said Northeast Quarter (NE1/4), a distance of 280.02 feet; thence South 89 degrees 27 minutes 56 seconds East a distance of 635.77 feet; thence North 30 degrees 27 minutes 10 seconds East a distance of 323.05 feet to the point of beginning. Said tract contains 4.61 acres more or less and is subject to any easements of record.

LOT E DESCRIPTION

That part of the Northwest Quarter of the Northeast Quarter (NW1/4 NE1/4) of Section Twenty-four (24), Township One hundred twenty-five (125) North, Range Forty-two (42) West, Stevens County, Minnesota, described as follows:

Commencing at the northeast corner of said Section Twenty-four (24); thence North 89 degrees 27 minutes 56 seconds West, assumed bearing along the north line of said Section, a distance of 2628.15 feet to the northwest corner of the said Northeast Quarter (NE1/4) of said Section; thence South 00 degrees 04 minutes 46 seconds East, along the west line of the said Northeast Quarter (NE1/4), a distance of 280.02 feet to the point of beginning of the tract to be described; thence continuing South 00 degrees 04 minutes 46 seconds East, along said west line, a distance of 521.66 feet; thence South 86 degrees 30 minutes 30 seconds East a distance of 691.60 feet (694.40 feet recorded distance); thence North 02 degrees 01 minutes 49 seconds East a distance of 233.85 feet; thence South 86 degrees 53 minutes 41 seconds East a distance of 165.01 feet; thence North 37 degrees 58 minutes 54 seconds West a distance of 422.96 feet; thence North 89 degrees 27 minutes 56 seconds West a distance of 603.82 feet to the point of beginning. Said tract contains 8.89 acres more or less and is subject to any easements of record.

LOT F DESCRIPTION

That part of the Northeast Quarter (NE1/4) of Section Twenty-four (24), Township One hundred twenty-five (125) North, Range Forty-two (42) West, Stevens County, Minnesota, described as follows:

Commencing at the northeast corner of said Section Twenty-four (24); thence North 89 degrees 27 minutes 56 seconds West, assumed bearing along the north line of said Section, a distance of 1828.25 feet; thence South 30 degrees 27 minutes 10 seconds West a distance of 296.17 feet to the point of beginning of the tract to be described; thence continuing South 30 degrees 27 minutes 10 seconds West a distance of 26.88 feet; thence North 89 degrees 27 minutes 56 seconds West a distance of 31.95 feet; thence South 37 degrees 58 minutes 54 seconds East a distance of 422.96 feet; thence South 86 degrees 53 minutes 41 seconds East a distance of 450.14 feet; thence South 00 degrees 00 minutes 04 seconds West a distance of 761.49 feet; thence South 87 degrees 34 minutes 51 seconds East a distance of 382.92 feet; thence North 00 degrees 03 minutes 49 seconds East a distance of 20.00 feet; thence North 87 degrees 34 minutes 51 seconds West a distance of 315.75 feet; thence North 00 degrees 03 minutes 49 seconds East a distance of 790.71 feet; thence North 86 degrees 53 minutes 41 seconds West a distance of 492.78 feet; thence North 37 degrees 58 minutes 54 seconds West a distance of 390.20 feet to the point of beginning.

Said tract contains 2.36 acres more or less and is subject to any easements of record.

LOT G DESCRIPTION

That part of the North Half of the Northeast Quarter (N1/2 NE1/4) of Section Twenty-four (24), Township One hundred twenty-five (125) North, Range Forty-two (42) West, Stevens County, Minnesota, described as follows: