

119663 pg 769

UNITED STATES DEPARTMENT OF THE INTERIOR

U. S. FISH AND WILDLIFE SERVICE

CONVEYANCE OF EASEMENT FOR WATERFOWL MANAGEMENT RIGHTS

THIS INDENTURE, by and between Elizabeth A. Scott and Darrell W. Scott, husband and wife, of Colbert, WA.

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 (\$ 4,200.00 ) Four thousand, two hundred ----- 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 Phillips County, State of Montana, to wit:

T33N, R27E, M2M

Section 8, NE<sub>1</sub>, E<sub>1</sub>W<sub>1</sub>, W<sub>2</sub>SE<sub>4</sub>, N<sub>2</sub>NE<sub>4</sub>SE<sub>4</sub>

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.

301657  
STATE OF MONTANA, County of Phillips: Recorded this 19th day of March, 1990 at 3:35 p.m. in BOOK 63 Page 769-72 of MRE  
by Elizabeth A. Scott and Darrell W. Scott Co. Secdr. by Dep. Fee: \$20.00 Return: P. C. Abstract, Malta

2. Notice of acceptance of this agreement shall be given the parties of the first part by certified mail addressed to  
at Mrs. Elizabeth A. Scott, Wildrose Farm, 21 Wildrose Road  
Colbert, WA 99005  
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  
15 day of November, 1989.

Elizabeth A. Scott (L.S.) \_\_\_\_\_ (L.S.)  
Elizabeth A. Scott  
Darrell W. Scott (L.S.) \_\_\_\_\_ (L.S.)  
Darrell W. Scott  
\_\_\_\_ (L.S.) \_\_\_\_\_ (L.S.)  
\_\_\_\_ (L.S.) \_\_\_\_\_ (L.S.)

ACKNOWLEDGMENT

STATE WASHINGTON  
~~Montana~~  
COUNTY OF Phillips Spokane ss

On this 16th day of November, in the year 1989, before me personally appeared

Elizabeth A. Scott and Darrell W. Scott 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.

Elizabeth A. Scott

[Signature]  
(Notary Public)

My commission expires 03/16/1992

STATE OF WASHINGTON

COUNTY OF Spokane

I certify that I know or have satisfactory evidence that Darrell W. Scott  
signed this instrument and acknowledged it to be (his/her/their) free and voluntary act for the uses and purposes  
mentioned in the instrument.

Dated November 15, 1989

Signature of  
Notary Public [Signature]

My appointment expires 12/7/90

INDIVIDUAL ACKNOWLEDGEMENT

63-171

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      MAR      1930                      10

THE UNITED STATES OF AMERICA

By Paul H. Hartman

(Title) CHIEF DIVISION OF REALTY  
U. S. Fish and Wildlife Service

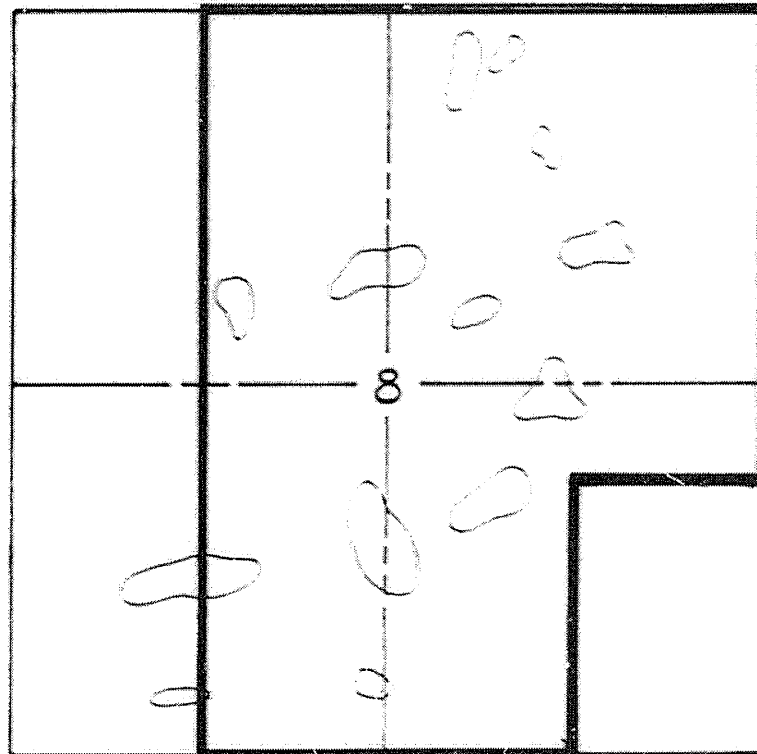
63-772

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

Map 1 of 1

TRACT SCOTT

WATERFOWL PRODUCTION AREA PHILLIPS COUNTY, STATE OF MONTANA  
EASEMENT AUTHORIZED BY MIGRATORY BIRD HUNTING STAMP ACT OF MARCH 16, 1934, AS AMENDED.  
T. 33 N. 47, R. 27 E. 47, NDM PRINCIPAL MERIDIAN  
SECTION 8 NE 1/4 E 1/4 NE 1/4 SE 1/4



Scale: 4 Inches = 1 Mile

This map delineates wetlands referred to in the easement conveyance dated 12/5/89 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.

LEGEND

—————

Boundary of Easement Description



Wetlands covered by provisions of the easement



Nonfunctional drainage facilities which the landowner agrees NOT to repair or clean out

[Signature]  
Landowner Signature

Prepared by: [Signature]

Date: 10 NOVEMBER 1989

MAE 63 pg 77A

# UNITED STATES DEPARTMENT OF THE INTERIOR

## U. S. FISH AND WILDLIFE SERVICE

### CONVEYANCE OF EASEMENT FOR WATERFOWL MANAGEMENT RIGHTS

THIS INDENTURE, by and between Matulka Farms, Inc.

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 (\$ 13,750.00 ) Thirteen thousand seven hundred fifty ----- 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 Phillips County, State of Montana, to wit:

T.33N., R.27E., MPM  
Section 17, All  
Section 18, E<sub>1</sub>  
Section 20, NE<sub>1</sub>NE<sub>1</sub>, N<sub>2</sub>SW<sub>1</sub>, N<sub>2</sub>SE<sub>1</sub>SW<sub>1</sub>

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.

STATE OF MONTANA, County of Phillips: Recorded this 19th day of March, 1990 at 3:45 p.m. in BOOK 63 Page 777-81  
of MRE Matulka Farms, Inc. Co. Redr. by  
P. C. Abstract Phillips Co. Redr. by

301689

2. Notice of acceptance of this agreement shall be given the parties of the first part by certified mail addressed to  
Mr. Robert D. Matulka, President  
at 3531 Halfmoon Cr., Falls Church, VA 22044-1311  
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  
30th day of October, 1989.

\_\_\_\_\_(L.S.) Robert D. Matulka  
Robert D. Matulka, President

\_\_\_\_\_(L.S.) \_\_\_\_\_

\_\_\_\_\_(L.S.) \_\_\_\_\_

\_\_\_\_\_(L.S.) \_\_\_\_\_

ACKNOWLEDGMENT

STATE VIRGINIA  
COUNTY OF FAIRFAX } ss

On this 30th day of October, in the year 1989, before me personally appeared  
Robert D. Matulka, President of Matulka Farms, Inc.

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.

Rosetta E. Blessing

(SEAL)

(Notary Public)

My commission expires December 15, 1992

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 \_\_\_\_\_, 19\_\_\_\_.

THE UNITED STATES OF AMERICA  
By Paul H. Hartman  
CHIEF, DIVISION OF PERMITTING  
(Title) \_\_\_\_\_  
U. S. Fish and Wildlife Service

63-179

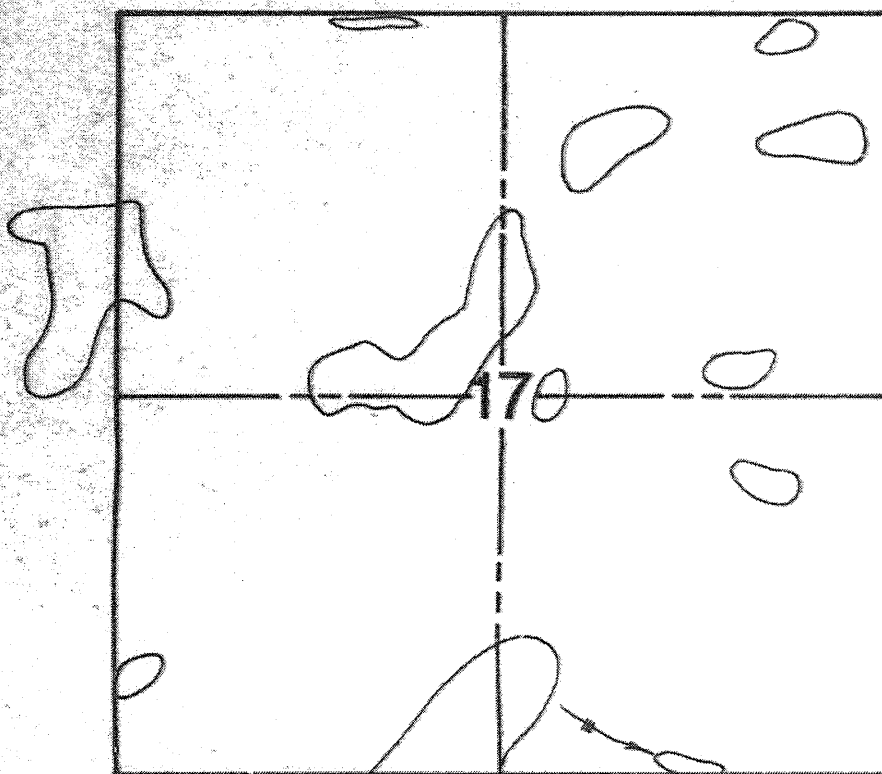
UNITED STATES DEPARTMENT OF THE INTERIOR  
U.S. FISH AND WILDLIFE SERVICE  
EXHIBIT "A"

Map 1 of 3

TRACT MATULKA FARMS, INC.

WATERFOWL PRODUCTION AREA PHILLIPS COUNTY, STATE OF MONTANA  
EASEMENT AUTHORIZED BY MIGRATORY BIRD HUNTING STAMP ACT OF MARCH 16, 1934, AS AMENDED.  
T. 33 N., R. 27 E W., MPM PRINCIPAL MERIDIAN

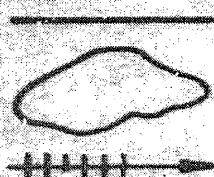
SECTION 17: ALL



Scale: 4 Inches = 1 Mile

This map delineates wetlands referred to in the easement conveyance dated 30 OCT 89 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.

LEGEND



Boundary of Easement Description

Wetlands covered by provisions of the easement

Nonfunctional drainage facilities which the landowner agrees NOT to repair or clean out

Robert D. Matulka  
Landowner Signature

Prepared by:

John W. Martin

Date: 25 AUGUST 1989

63-780

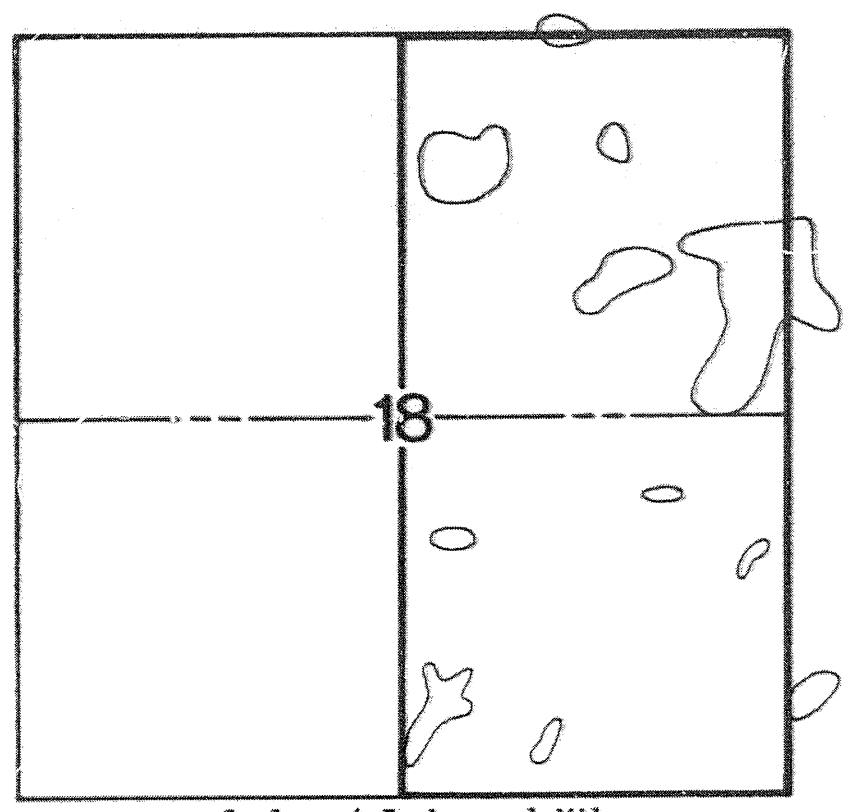
UNITED STATES DEPARTMENT OF THE INTERIOR  
U.S. FISH AND WILDLIFE SERVICE  
EXHIBIT "A"

Map 2 of 3

TRACT MATULKA FARMS, INC.

WATERFOWL PRODUCTION AREA PHILLIPS COUNTY, STATE OF MONTANA  
EASEMENT AUTHORIZED BY MIGRATORY BIRD HUNTING STAMP ACT OF MARCH 16, 1934, AS AMENDED.  
T. 33 N., R. 27 E W., MPM PRINCIPAL MERIDIAN

SECTION 18: E $\frac{1}{2}$





Scale: 4 Inches = 1 Mile

This map delineates wetlands referred to in the easement conveyance dated 30 OCT 89 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.

LEGEND

Bert A. Matulka  
Landowner Signature

- Boundary of Easement Description
-  Wetlands covered by provisions of the easement
-  Nonfunctional drainage facilities which the landowner agrees NOT to repair or clean out

Prepared by: John W. Matulka Date: 25 AUGUST 1989



63-781

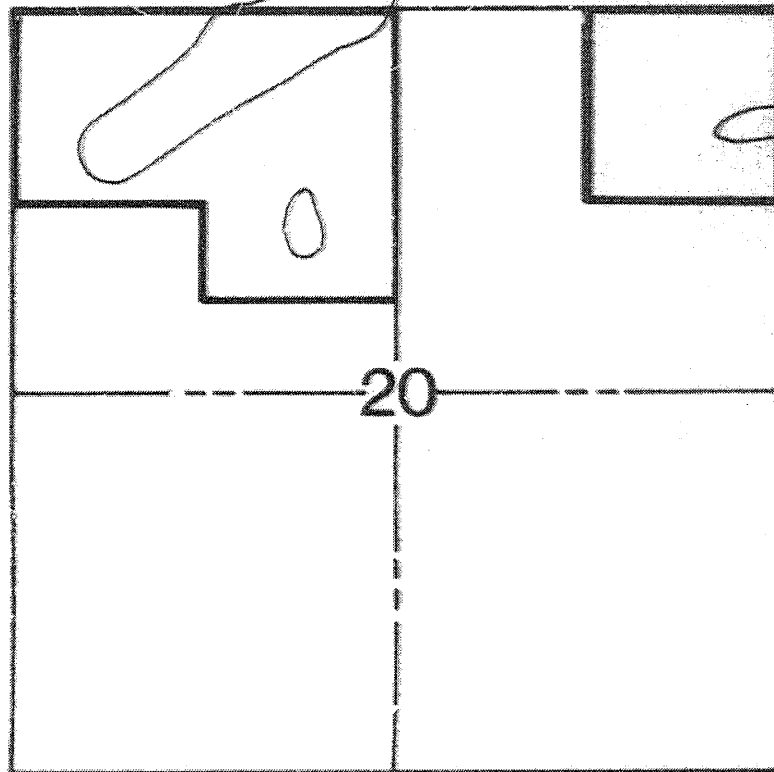
UNITED STATES DEPARTMENT OF THE INTERIOR  
U.S. FISH AND WILDLIFE SERVICE  
EXHIBIT "A"

Map 3 of 3

TRACT MATULKA FARMS, INC.

WATERFOWL PRODUCTION AREA PHILLIPS COUNTY, STATE OF MONTANA  
EASEMENT AUTHORIZED BY MIGRATORY BIRD HUNTING STAMP ACT OF MARCH 18, 1934, AS AMENDED.  
T. 33 N., R. 27 E W., MPM PRINCIPAL MERIDIAN

SECTION 20: NE $\frac{1}{4}$ , NW $\frac{1}{4}$ , NE $\frac{1}{4}$ SW $\frac{1}{4}$



Scale: 4 Inches = 1 Mile

This map delineates wetlands referred to in the easement conveyance dated 30 Oct 89 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.

LEGEND

—————

Boundary of Easement Description



Wetlands covered by provisions of the easement



Nonfunctional drainage facilities which the landowner agrees NOT to repair or clean out

Robert D. Matulka  
Landowner Signature

Prepared by: John Matulka Date: 25 AUGUST 1989