

COOPERATIVE AGREEMENT

THIS AGREEMENT entered into between the Department of the Interior through the Bureau of Sport Fisheries and Wildlife, hereinafter referred to as the Bureau, and the State of Minnesota, Department of Conservation, hereinafter referred to as the State, witnesseth that:

WHEREAS the Bureau, pursuant to the Act of Congress approved August 14, 1946 (60 Stat. 1080; 16 U.S.C. 661-666c), as amended by Public Law 85-624, approved August 12, 1958, is authorized to provide assistance to and cooperate with State agencies in the development, protection, rearing, and stocking of all species of wildlife, resources thereof, and their habitat; and

WHEREAS it is the desire of the parties to this agreement to cooperate in the establishment of a game management unit to be known as the Pipestone Wildlife Management Area and to be operated by the State as a wildlife refuge, public shooting grounds, or game management area; and

WHEREAS the State represents itself as authorized and willing to assume the responsibility and cost of maintaining and operating the aforesaid game management area;

NOW, THEREFORE, it is mutually agreed, in consideration of the covenants and releases hereinafter contained, that

1. For the purpose of establishing a wildlife management unit to be operated and administered as a wildlife refuge, public shooting grounds, or game management area, and upon the conditions hereinafter set forth, the Bureau grants to the State the use and control of the following described lands of the former Pipestone Indian School plant and site, Pipestone County, Minnesota:

T. 107 N., R. 46 W., sec. 35, lot 2 in SE $\frac{1}{4}$ SE $\frac{1}{4}$ ; sec. 36, lot 3 in SW $\frac{1}{4}$ SW $\frac{1}{4}$ ; that part of lot 6 in SE $\frac{1}{4}$ SW $\frac{1}{4}$  lying W. of RR ROW.

T. 106 N., R. 46 W., sec. 1, that part of NW $\frac{1}{4}$  commencing at a point on W. boundary line of section that is 462' north of the SW corner of the NW $\frac{1}{4}$ , thence east 198'; thence north 726'; thence east to ROW of R.I. RR; thence in northerly direction along ROW to North boundary line of section; thence west

along section line to NW corner of section; thence south along west section line to point of beginning; sec. 2, lot 1, lot 10 except south 462' thereof, containing 120.55 acres, more or less.

*SS.*  
SUBJECT, however, to the use by the City of Pipestone of the sewage disposal system now located on the premises and more particularly described in a map prepared by Claude Thompson, registered professional engineer and county surveyor under date of July 23, 1957, a copy of which is attached hereto and made a part hereof, ~~the use of said sewage disposal system to be granted at a later date under an easement or other grant of right by the United States of America.~~

2. The State agrees not to use or permit the use, and agrees to take such measures as may be necessary to prevent the use or occupancy, of said above-described lands or any portion thereof, for any purpose which is inconsistent or incompatible with the purposes herein specified.

3. The State agrees to refer to the Regional Director of the Bureau of Sport Fisheries and Wildlife all applications for permits relative to uses or entry upon lands, not specifically authorized by this agreement and including, but not limited to, surface explorations or prospecting for minerals, geophysical surveys, easements or rights-of-way for roads, highways, pipelines, telephone lines, electric power transmission lines, or any public utilities, and surveys incident thereto, etc., on or affecting the above-described lands. With such referral the State will indicate its recommendations as to the application, with a statement that such proposed uses will or will not, as the case may be, interfere with the use of the lands for the purposes for which they are made available to the State.

4. The State agrees to report annually not later than August 1 to the Director of the Bureau of Sport Fisheries and Wildlife as to the use or non-use of the above-described lands for the purposes herein specified during the preceding fiscal year ending June 30.

5. The State agrees to notify promptly the Bureau, through the Regional Director, of any intention to abandon the project.

6. All movable structures, facilities, equipment, etc., placed on the above-described lands by the State shall remain the property of the State and may be removed by it at any time within six months following termination of this agreement; provided that the premises are

restored by the State to their condition as of the time this agreement becomes effective, as nearly as reasonably possible.

7. The State agrees to acquire by purchase or lease such additional privately owned lands as may be necessary to consolidate the area in a satisfactory manner.

There are reserved all minerals (including fissionable materials) in or on the public lands described herein, together with the right of the United States through its authorized agents or representatives at any time to enter upon the lands and prospect for, mine, and remove the same.

No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this agreement, or to any benefit to arise therefrom, separate and apart from any benefit accruing to the general public.

This agreement shall become effective as of the date of a letter of notice from the Bureau informing the State that execution of the agreement has been completed and that the above-described lands are available for use by the State. At any time the State abandons the project or fails to utilize the lands for the purposes described herein, the privileges herein granted may be revoked in whole or in part by the Director of the Bureau, and may be revoked by reasonable notice in writing not exceeding 30 days if said lands are required for military or defense purposes during any period of national emergency declared by the President.

IN WITNESS WHEREOF the parties have executed this cooperative agreement on the day, month, and year opposite their signatures thereto.

November 4, 1958

The State of Minnesota

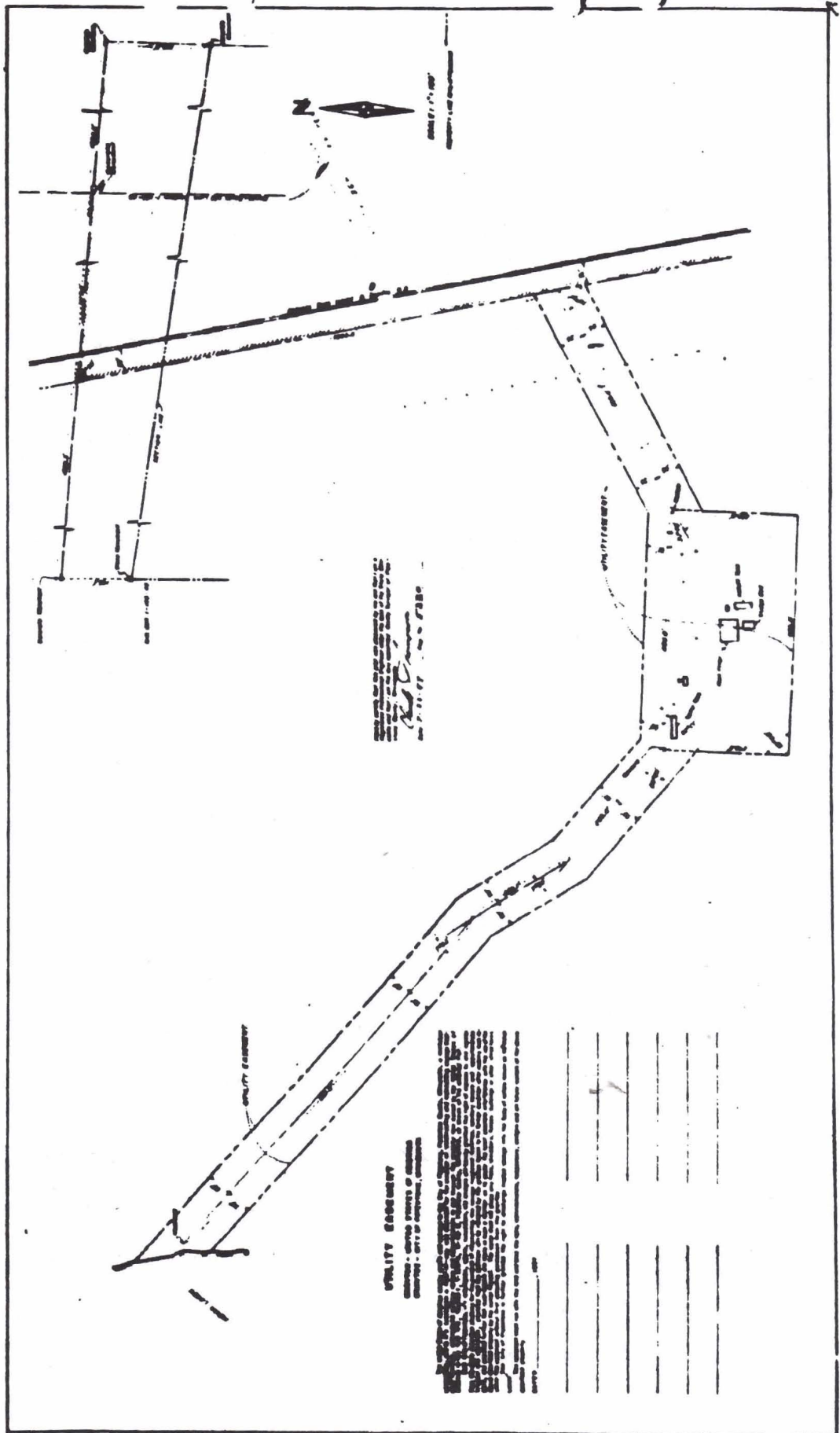
by George A. Selke  
Commissioner  
Department of Conservation

The United States of America  
Department of the Interior

by DA Jansen  
Director  
Bureau of Sport Fisheries and Wildlife

12/9, 1958





AMENDMENT NO. ONE  
TO COOPERATIVE AGREEMENT  
BETWEEN  
THE UNITED STATES OF AMERICA  
AND  
THE STATE OF MINNESOTA

The agreement made and entered into between the United States of America by and through the Department of the Interior, and executed on behalf of the United States by The Director, Bureau of Sport Fisheries and Wildlife on the ninth day of December 1958, and the State of Minnesota, acting by and through the Commissioner, Department of Conservation, and executed on behalf of the State by Commissioner George A. Salke on the fourth day of November 1958, whereby there was made available to the State the real property which was a part of the former Pipestone Indian School, is hereby amended.

WHEREAS, effective July 1, 1974, the Bureau of Sport Fisheries and Wildlife was re-named the United States Fish and Wildlife Service by Act of Congress. Therefore, all reference in the above-mentioned agreement to the Bureau of Sport Fisheries and Wildlife and to "Bureau" is hereby changed to the United States Fish and Wildlife Service and to "Service" respectively.

WHEREAS, The City of Pipestone has relinquished its need and use of the sewer disposal system and the 7.72 acres of land transferred to the City in 1958 by the General Services Administration by Quitclaim Deed. The General Services Administration, in turn, transferred the 7.72 acres of land to the United States Fish and Wildlife Service.

The last paragraph of Item 1 of the basic Cooperative Agreement, beginning with "SUBJECT, however, to the use by the City of Pipestone . . . ." and ending with 'right by the United States of America.' is hereby deleted in its entirety.

WHEREAS, Section four (4) of the above-mentioned agreement requires an annual report not later than August 1, the parties agree to change Section 4 to read "the State agrees to report annually not later than April 1 to the Regional Director of the U.S. Fish and Wildlife Service as to the use or non-use of the above-described lands for the purposes herein specified during the preceding calendar year ending December 31".

IN WITNESS WHEREOF, The parties have hereunto subscribed their names as of the dates indicated.

THE UNITED STATES OF AMERICA

Dec. 23, 1975  
Date

By Charles A. Hughlett  
Regional Director  
United States Fish and Wildlife Service

THE STATE OF MINNESOTA

Dec. 16, 1975  
Date

By Robert E. Hunkeler