

COPY

Prepared By: U.S. Fish and Wildlife Service
Room 307, Federal Building
200 4th Street SW
Huron, SD 57350
(605) 352-7014

Form 3-1916
Revised July 2014

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

THIS INDENTURE, by and between Wetlands America Trust, Inc., a District of Columbia Nonprofit Corporation of One Waterfowl Way, Memphis, TN 38120 hereafter referred to as "Grantors," and the UNITED STATES OF AMERICA, and its assigns hereafter referred to as "United States" or "Grantee," acting by and through the Secretary of the Interior or the Secretary's authorized representative ("Secretary"), hereafter, collectively, referred to as the "Parties."

WITNESSETH:

WHEREAS, the Migratory Bird Conservation Act, 16 U.S.C. § § 715-715a, the Migratory Bird Hunting and Conservation Stamp Act, 16 U.S.C. § § 718-718j, the Land and Water Conservation Fund Act, 16 U.S.C. § 4601-4 to 4601-11, the Fish and Wildlife Act of 1956, 16 U.S.C. § § 742a-742j, the Emergency Wetlands Resources Act of 1986, 16 U.S.C. § § 3901-3932, the North American Wetlands Conservation Act, 16 U.S.C. § § 4401-4412, and the Endangered Species Act, 16 U.S.C. § § 1531-1544, authorize the Secretary to acquire small wetland or pothole areas suitable for use as waterfowl production areas, and

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 ~~Eighty Nine Thousand Three Hundred Fifty and no/100~~ ** Dollars (~~\$89,350.00~~), the Grantors do hereby convey to the United States, commencing with the acceptance of this indenture by the Secretary which acceptance must be made within 12 months of the execution of this indenture by the Grantor, 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. 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 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 manmade 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 Deuel County, State of South Dakota, to-wit:

T. 117 N., R. 49 W., 5th E.M.
Section 16, NW¼;
Section 17, NEM.

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 Grantors, 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 wetland 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 Grantors and that neither they nor their successors, assigns, leasees, 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, although this indenture is acknowledged by the Grantors to be presently binding upon the Grantors 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 the sum of One Dollar, the receipt of which is hereby expressly acknowledged by the Grantors.
- 1a. Vendors, successors and assigns relinquish all interest in Vested Drainage Rights appurtenant to wetlands on attached Exhibit A.
- 1b. The United States and its authorized representatives shall have the right to construct, reconstruct, and maintain all wetland restoration structures shown on Exhibit A.
2. Notice of acceptance of this agreement shall be given to the Grantors by certified mail addressed to Wetlands America Trust, Inc., One Waterfowl Way Memphis, TN 38120 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. 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 or a check from a private conservation organization or by electronic funds transfer, after acceptance of this indenture by the Secretary 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, 20 18.

Wetlands America Trust, Inc., a District of Columbia Nonprofit Corporation

By: Earl H. Grochau Print Title: Assistant Treasurer
Earl H. Grochau Title: Assistant Treasurer



(Corporate Seal)

ACKNOWLEDGMENT FOR CORPORATION

STATE OF Tennessee
COUNTY OF Shelby

On this 9th day of July in the year 20 18 before me personally appeared Earl H. Grochau, to me personally known to be the Assistant Treasurer, of Wetlands America Trust, Inc., a District of Columbia Nonprofit Corporation, and who being duly sworn did say that he is the Assistant Treasurer of Wetlands America Trust, Inc., a District of Columbia Nonprofit Corporation, that the foregoing and annexed instrument dated the 9th day of July, 20 18, was signed in behalf of said corporation by authority of its board of directors, and said Earl H. Grochau acknowledged said instrument to be the free act and deed of said corporation and that the seal affixed is the corporate seal of said corporation.



Notary Public: Jennifer Roy
My commission expires: 12/4/2018

ACCEPTANCE

The Secretary of the Interior, acting by the through his authorized representative, has executed this agreement on behalf of the United States this ___ day of _____, 20__.

AUG 2 2 2018

THE UNITED STATES OF AMERICA
By: Gregory J. Langer
Title: Chief, Division of Realty
U.S. Fish and Wildlife Service

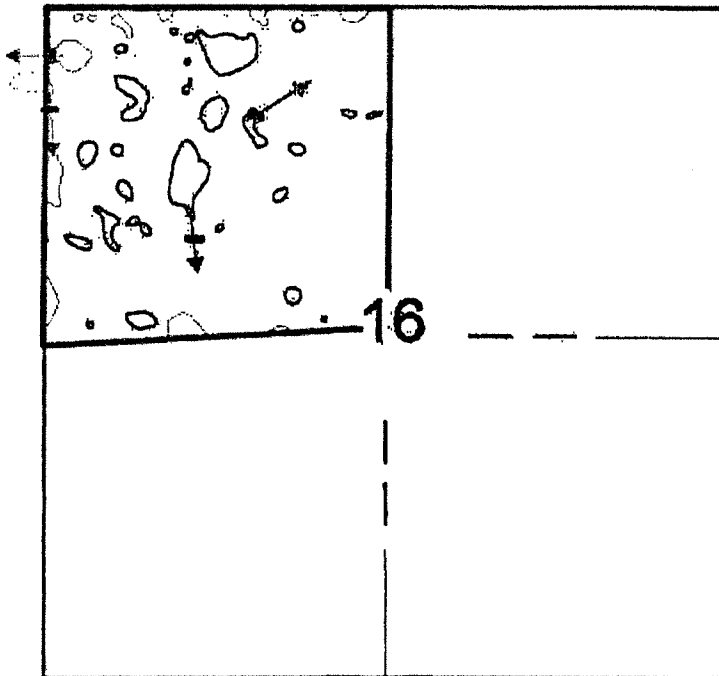
UNITED STATES DEPARTMENT OF INTERIOR
U.S. FISH AND WILDLIFE SERVICE
EXHIBIT "A"

TRACT: 178X

Map: 1 of 2

WATERFOWL PRODUCTION AREA Daugl County, State of South Dakota
EASEMENT AUTHORIZED BY MIGRATORY BIRD HUNTING STAMP ACT OF MARCH 18, 1934, AS AMENDED.

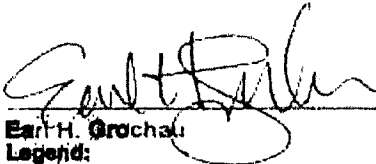
T. 117 N., R. 49 W., 5th Principal Meridian
Section 16, NW¼.



Scale: 4" = 1 mile.

This map delineates wetlands referred to in the easement conveyance dated 7/9/2018, 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.

Wetlands America Trust, Inc., a District of Columbia Nonprofit Corporation


Earl H. Grochau
Legend:


Title: Assistant Treasurer

— Boundary of Easement Description

← | — Wetland Restoration Structure

 Wetlands Covered by Provisions of the Easement

Map prepared by: Noel N. Matson, Realty Specialist

Date: 6/16/2018

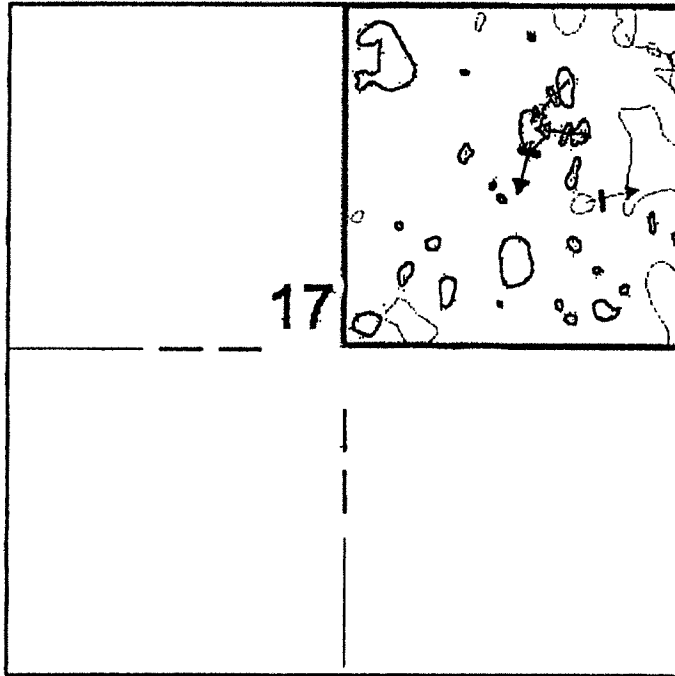
UNITED STATES DEPARTMENT OF INTERIOR
U.S. FISH AND WILDLIFE SERVICE
EXHIBIT "A"

TRACT: 178X

Map: 2 of 2

WATERFOWL PRODUCTION AREA Deuel County, State of South Dakota
EASEMENT AUTHORIZED BY MIGRATORY BIRD HUNTING STAMP ACT OF MARCH 18, 1954, AS AMENDED.

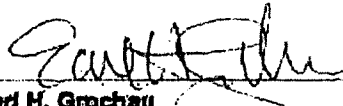
T. 117 N., R. 48 W., 5th Principal Meridian
Section 17, NE¼.

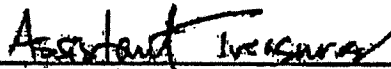


Scale: 4" = 1 mile


This map delineates wetlands referred to in the easement conveyance dated 7/9/2007, 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.

Wetlands America Trust, Inc., a District of Columbia Nonprofit Corporation


Earl H. Grochau


Title: Assistant Treasurer

Legend:

 Boundary of Easement Description

 Wetland Restoration Structure

 Wetlands Covered by Provisions of the Easement

Map prepared by: Noel N. Malcom, Realty Specialist

Date: 5/16/2016