

COPY

Prepared By:

U.S. Fish and Wildlife Service  
Wetlands Acquisition Office  
39650 Sand Lake Drive  
Columbia, SD 57433  
(605) 885-6357

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. § § 715-715s, 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. § 460/-4 to 460/-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 **\*\*Ten Thousand Seven Hundred Twenty Five and No/100 \*\* Dollars (\$10,725.00)**, 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 Day County, State of South Dakota, to-wit:



T. 122 N., R. 55 W., 5th P.M.

Section 19, Govt Lots 3 and 4, E $\frac{1}{2}$ SW $\frac{1}{4}$ , (also described as the SW $\frac{1}{4}$ ), EXCEPT Miotke Outlots in the SW $\frac{1}{4}$ , SE $\frac{1}{4}$ .

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, 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, 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  
**Earl Grochau 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 28<sup>th</sup> day of SEPTEMBER, 2016.

Wetlands America Trust, Inc.

By: Earl H. Grochau  
Earl H. Grochau

Print Title: ASSISTANT SECRETARY  
Title: Assistant Secretary

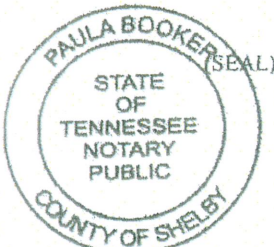


(Corporate Seal)

ACKNOWLEDGMENT FOR CORPORATION

STATE OF TN  
COUNTY OF Shelby

On this 28<sup>th</sup> day of September in the year 2016 before me personally appeared Earl H. Grochau, to me personally known to be the Assistant Secretary, of Wetlands America Trust, Inc., and who being duly sworn did say that he is the Assistant Secretary of Wetlands America Trust, Inc., that the foregoing and annexed instrument dated the 28<sup>th</sup> day of September, 2016 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.



My Comm. Expires  
Jun. 5, 2017

Notary Public: Paula Booker

My commission expires: 6/5/17



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 \_\_\_\_\_, 20\_\_\_\_.

DEC 29 2016

THE UNITED STATES OF AMERICA  
Gregory J. Langer

B: \_\_\_\_\_

Title: CHIEF, DEPARTMENT OF THE INTERIOR  
U.S. Fish and Wildlife Service

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

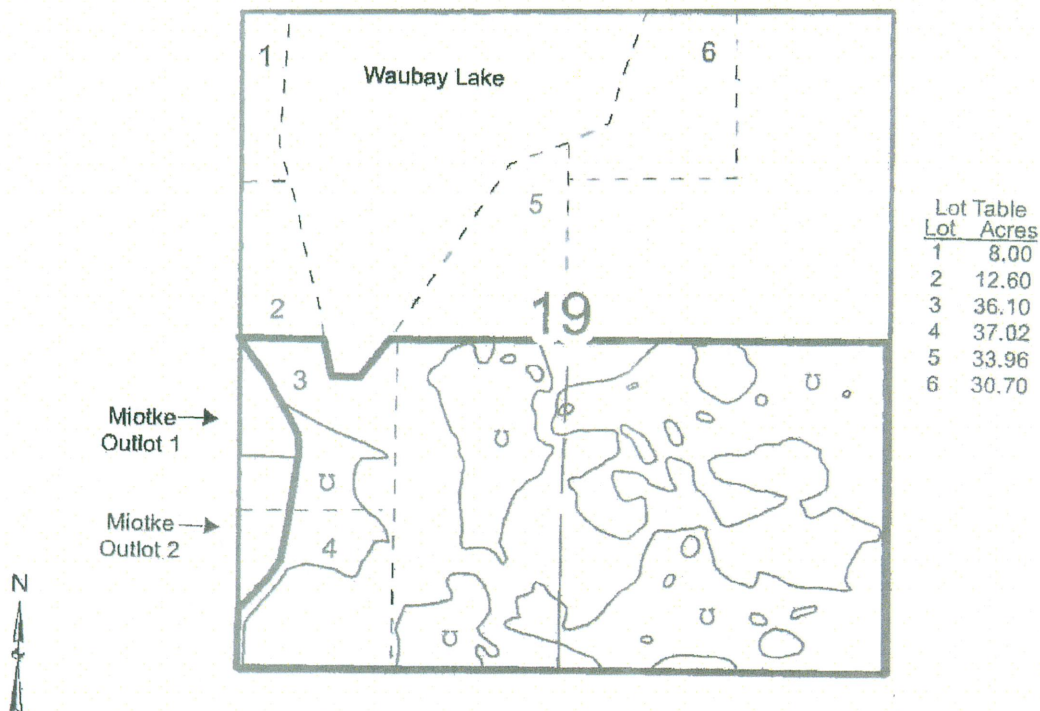
TRACT: 602X

Map: 1 of 1

WATERFOWL PRODUCTION AREA Day \_\_\_\_\_ County, State of South Dakota  
EASEMENT AUTHORIZED BY MIGRATORY BIRD HUNTING STAMP ACT OF MARCH 16, 1934, AS AMENDED.

T. 122 N., R. 55 W., 5th Principal Meridian

Section 19, Govt Lots 3 and 4, E $\frac{1}{4}$ SW $\frac{1}{4}$ , (also described as the SW $\frac{1}{4}$ ), EXCEPT Miotke Outlots in the SW $\frac{1}{4}$ , SE $\frac{1}{4}$ .



Scale: 4" = 1 mile

This map delineates wetlands referred to in the easement conveyance dated Sept. 28, 2016, 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.

By: \_\_\_\_\_

Earl H. Grosholz

Print Title: \_\_\_\_\_

ASSISTANT SECRETARY

Title: Assistant Secretary

Legend:

— Boundary of Easement Description

U Upland



Wetlands Covered by Provisions of the Easement

Map prepared by: Emily Fischer, Realty Specialist

Date: July 25, 2016



COPY

Prepared By:

U.S. Fish and Wildlife Service  
Wetlands Acquisition Office  
39650 Sand Lake Drive  
Columbia, SD 57433  
(605) 885-6357

Grassland Easement

Revised July 2014

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

GRANT OF EASEMENT FOR WATERFOWL HABITAT PROTECTION

THIS INDENTURE is 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. §§ 715-715s, the Migratory Bird Hunting and Conservation Stamp Act, 16 U.S.C. §§ 718-718j; the Land and Water Conservation Fund Act of 1965, 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 lands and waters, or interests therein, for the conservation, development, advancement, management, and protection of fish and wildlife species and resources. The purpose of this easement is to protect the habitat quality of the lands described on Exhibit A and such lands shall be maintained to provide cover, especially nesting cover, and food for a varied array of aquatic, terrestrial, and avian wildlife, particularly waterfowl and threatened and endangered species. The lands described on Exhibit A are hereinafter referred to as a wildlife management area, and

WHEREAS, the lands described below contain habitat suitable for use as wildlife management areas.

NOW, THEREFORE, for and in consideration of the sum of \*\* Seventy Thousand Six Hundred Fifty and No/100\*\* Dollars (\$70,650.00), the Grantors hereby grant to the United States, commencing with the acceptance of this indenture by the Secretary, an easement which includes a right of use for the maintenance of the lands described on Exhibit A, as wildlife management areas, in perpetuity, including the right of ingress to and egress on, over, across and through any and all lands of the Grantors, 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 described on Exhibit A are located within, and the aforementioned right of ingress and egress extends on, over, across and through any and all lands within the following-described legal subdivision(s) in Day County, State of South Dakota, to-wit:

T. 122 N., R. 55 W., 5th P.M.

Section 19, Govt Lots 3 and 4, E½SW¼, (also described as the SW¼), EXCEPT Miotke Outlots in the SW¼, SE¼.



SUBJECT, however, to all statutory rights-of-way and other 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 including sand and gravel, but not including soil, clay or scoria, unless and to the extent rights to mine such materials have vested in third parties prior to the date hereof.

The conveyance hereunder shall be effective on the date of the execution of this Indenture by the Secretary; provided, however, that such acceptance must be made within 12 calendar months from date of the execution of this Indenture by the Grantors, or any subsequent date as may be mutually agreed upon in writing by the parties hereto prior to the expiration of such date; and provided further, however, that in the event such acceptance is not made by such date, this Indenture shall be null and void.

The Grantors, for themselves, and for their heirs, successors and assigns, lessees, and any other person claiming under them, covenant and agree that they will cooperate in the maintenance and protection of the habitat areas, delineated on the map(s) attached hereto as Exhibit A, as wildlife management areas for the protection of fish and wildlife resources and to maintain the quality of these lands to provide cover for wildlife, especially nesting cover, and food for a varied array of aquatic, terrestrial, and avian wildlife, particularly waterfowl, and threatened and endangered species. To that end and for the purpose of accomplishing the intent of this Indenture, the Grantors, for themselves or for their heirs, successors, and assigns, lessees, or any other person or persons claiming under them covenant and agree as follows:

1. Grantors will cooperate in maintenance of the wildlife management area by maintaining permanent vegetative cover, consisting of grasses, forbs and low-growing shrubs, on said habitat areas, as follows: There shall be no haying or mowing or seed harvesting for any reason until after July 15 in any calendar year, no alteration of grassland, wildlife habitat or other natural features by digging, plowing, disking or otherwise destroying the vegetative cover, and no agricultural crop production upon the habitat areas delineated on Exhibit A, unless prior approval in writing is granted by the U.S. Fish and Wildlife Service; except that grazing the aforesaid lands is permitted at any time throughout the calendar year without approval in writing.
2. Grantors will pay taxes and assessments, if any, which may be levied against the land.
3. Noxious weed control and emergency control of pests necessary to protect the public good are allowed and will be the responsibility of the Grantors, subject to Federal and State Statutes and Regulations. However, mowing/haying noxious weed is prohibited in accordance with the easement terms stated above.
4. This easement and the covenants and agreements contained herein shall run with the land and shall be binding on all persons and entities who shall come into ownership or possession of the lands subject to this easement. The Grantors, successors and assigns shall notify the Regional Director, U.S. Fish and Wildlife Service in writing of any sale or transfer at least 30 days following the sale or transfer of any portion of the lands subject to this easement.

Copies of the above-referenced map(s), Exhibit A, are on file in the Office of the Regional Director, U.S. Fish and Wildlife Service.

It is understood that this Indenture imposes no other obligations or restrictions upon the Grantors and that neither they nor their successors, assigns, lessees, nor any other person or party claiming under them shall, in any way, be restricted from utilizing all of the subject lands in the customary manner for agricultural purposes except as provided herein.

It is further understood that the rights and interests granted to the United States herein shall become part of the National Wildlife Refuge System and shall be administered by the U.S. Fish and Wildlife Service, pursuant to the National Wildlife Refuge System Administration Act, 16 U.S.C. 668dd.

#### SPECIAL PROVISIONS

1. This indenture shall not be binding upon the United States until accepted on behalf of the United States by the Secretary. although this indenture is acknowledged by the Grantors to be presently binding upon them 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 the sum of One Dollar, the receipt of which is hereby expressly acknowledged by Grantors.
2. Notice of acceptance of this Indenture shall be given the Grantors by certified mail addressed to:  
**Earl Grochau, 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 Grantors have hereunto set their hands and seals on this 28<sup>th</sup> day  
of SEPTEMBER in the year 2016.

Wetlands America Trust, Inc.

By: Earl H. Grochau  
Earl H. Grochau

Print Title: ASSISTANT SECRETARY  
Title: Assistant Secretary



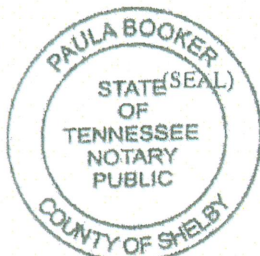


(Corporate Seal)

ACKNOWLEDGMENT FOR CORPORATION

STATE OF TN  
COUNTY OF Shelby ) §§

On this 28th day of September in the year 20 16 before me personally appeared Earl H. Grochau, to me personally known to be the Assistant Secretary, of Wetlands America Trust, Inc., and who being duly sworn did say that he is the Assistant Secretary of Wetlands America Trust, Inc., that the foregoing and annexed instrument dated the 28th day of September, 2016, 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.



My Comm. Expires  
Jun. 5, 2017

Notary Public: Paula Booker

My commission expires: 6/5/17

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 \_\_\_\_\_, 20\_\_\_\_.

DEC 23 2016

THE UNITED STATES OF AMERICA

By: Gregory J. Langer

Title: \_\_\_\_\_  
U.S. Fish and Wildlife Service

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

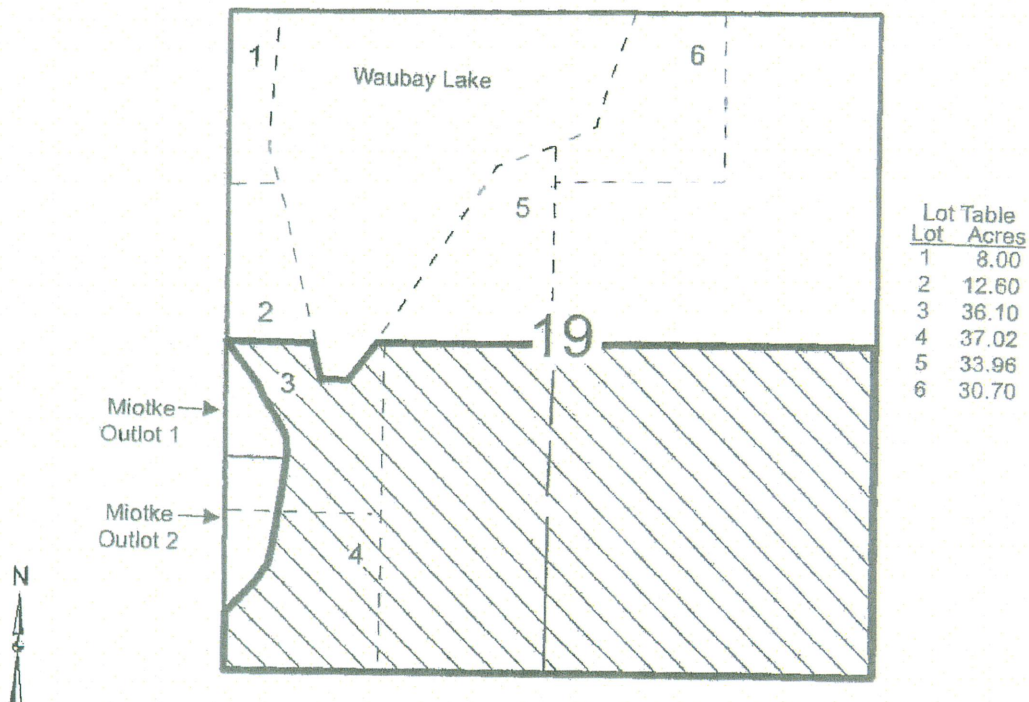
TRACT: 602G

Map: 1 of 1

WILDLIFE MANAGEMENT AREA Day County, State of South Dakota  
EASEMENT AUTHORIZED BY MIGRATORY BIRD HUNTING STAMP ACT OF MARCH 16, 1934, AS AMENDED.

T. 122 N., R. 55 W., 5th Principal Meridian

Section 19, Govt Lots 3 and 4, E $\frac{1}{4}$ SW $\frac{1}{4}$ , (also described as the SW $\frac{1}{4}$ ), EXCEPT Miotke Outlots in the SW $\frac{1}{4}$ , SE $\frac{1}{4}$ .



Scale: 4" = 1 mile

This map delineates lands referred to in the easement conveyance dated Sept. 28, 2016, which the parties of the first part agree to maintain as a Wildlife Management Area.

Wetlands America Trust, Inc.

By: Earl H. Grochau

Earl H. Grochau

Print Title: ASSISTANT SECRETARY

Title: Assistant Secretary

Legend:



Boundary of Easement Description

Lands covered by provisions of the easement

Map prepared by: Emily Fischer, Realty Specialist

Date: July 25, 2016