

Prepared By:

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



**MARSHALL COUNTY, SOUTH DAKOTA
REGISTER OF DEEDS**

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By Kalissa Stelzer
Register of Deeds/Deputy

9320

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 Non-Profit Corporation of Waterfowl Way, Memphis, Tennessee 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 **** One Hundred Forty One Thousand One Hundred Twenty Five and No/100**** Dollars (**\$141,125.00**), 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 Marshall County, State of South Dakota, to-wit:

T. 127 N., R. 54 W., 5th P.M.

Sec. 3, Gov't. Lot 1 EXCEPT Lot H-1, Gov't. Lot 2, S½NE¼ EXCEPT Lot H-1.

T. 128 N., R. 54 W., 5th P.M.

Sec. 34, S½SE¼ EXCEPT Lot H-1.

50-595-1

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:
Darin R. Blunck, 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 4th day of August in the year 20 21.

Wetlands America Trust, Inc.

By: D. R. Blunck
Darin R. Blunck

Print Title: Assistant Treasurer
Title: **Assistant Treasurer**

(Corporate Seal)



ACKNOWLEDGMENT FOR CORPORATION

STATE OF Tennessee)
) §§
COUNTY OF Shelby)

On this 4th day of August in the year 20 21 before me personally appeared **Darin R. Blunck**, to me personally known to be the **Assistant Treasurer**, of **Wetlands America Trust, Inc.**, and who being duly sworn did say that he is the **Assistant Treasurer** of **Wetlands America Trust, Inc.**, that the foregoing and annexed instrument dated the 4th day of August, 2021, was signed in behalf of said corporation by authority of its board of directors, and said **Darin R. Blunck** 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: 9/7/22

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____.

NOV 24 2021

THE UNITED STATES OF AMERICA

By: [Signature]

Chief, Division of Realty

Title: _____

U.S. Fish and Wildlife Service

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

TRACT: 435G

Map: 1 of 2

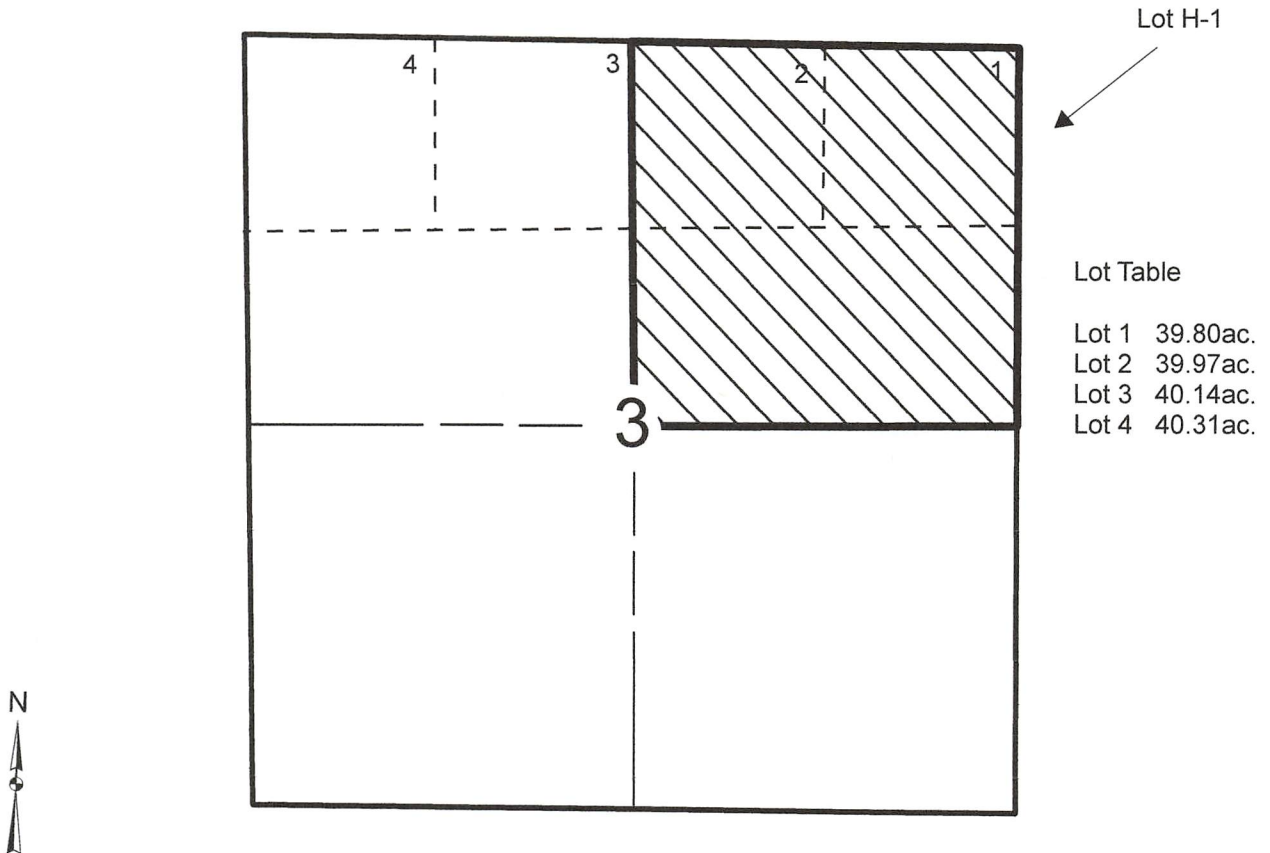
Wetlands America Trust, Inc.

WILDLIFE MANAGEMENT AREA Marshall County, State of South Dakota

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

T. 127 N., R. 54 W., 5th Principal Meridian

Sec. 3, Gov't. Lot 1 EXCEPT Lot H-1, Gov't. Lot 2, S1/2NE1/4 EXCEPT Lot H-1.



Scale: 4" = 1 mile

This map delineates lands referred to in the easement conveyance dated 8/4/2021, which the parties of the first part agree to maintain as a Wildlife Management Area.

Wetlands America Trust, Inc.

BY:

D. R. Blunck
Darin R. Blunck

Assistant Treasurer

Title: Assistant Treasurer

Legend:



Boundary of Easement Description

Lands covered by provisions of the easement

Map prepared by: Amy Weismantel, Realty Specialist

Date: April 13, 2021

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

TRACT: 435G

Map: 2 of 2

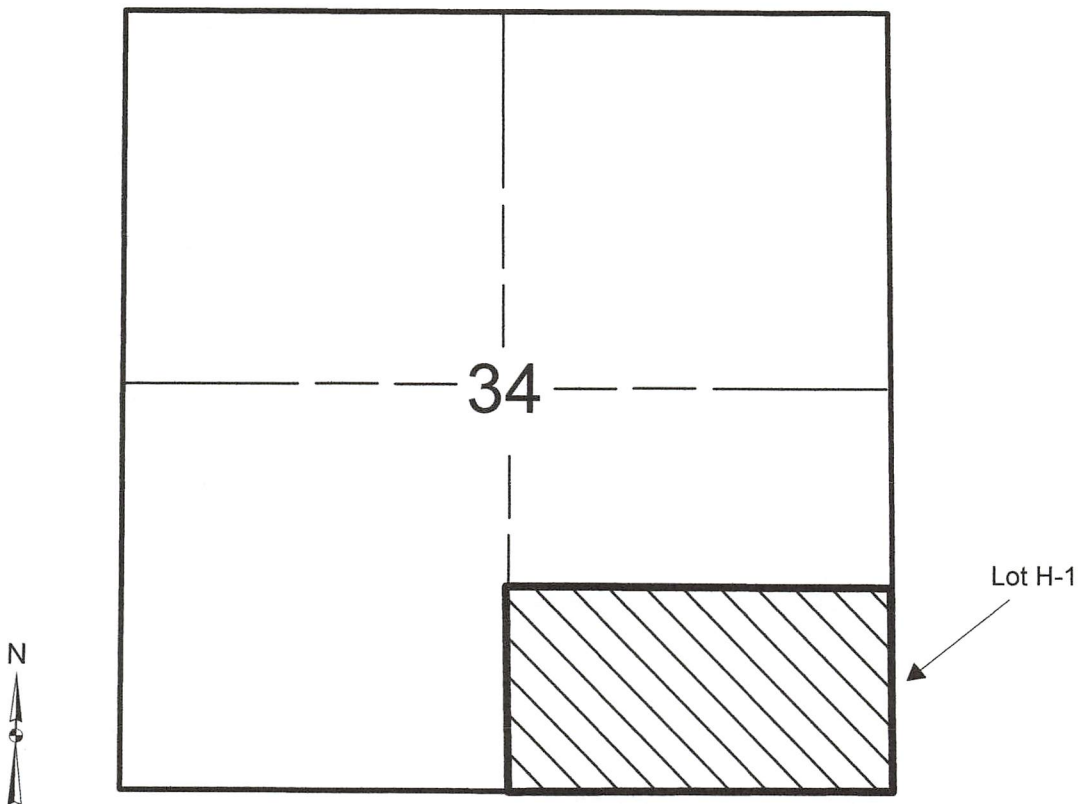
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D. R. Blunck

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Assistant Treasurer

Title: Assistant Treasurer

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Date: April 13, 2021