

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

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INDEXED ☒
RECORDED ☒
COMPARED ☒
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STATE OF SOUTH DAKOTA) SS
COUNTY OF BEADLE)
Filed July 31 20 20
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recorded in Disk 134 198C
of the records in my office,
Register of Deeds
To: Huron Title Co.

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 Wetland Sustainability Fund I, LLC, a Delaware Limited Liability Company 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 **Eighty One Thousand Nine Hundred Twenty Five and no/100 ** Dollars (\$81,925.00), 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 Beadle County, State of South Dakota, to-wit:

T. 111 N., R. 65 W., 5th P.M.

- Section 26, SE¼;
- Section 35, E½.

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 H. 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.

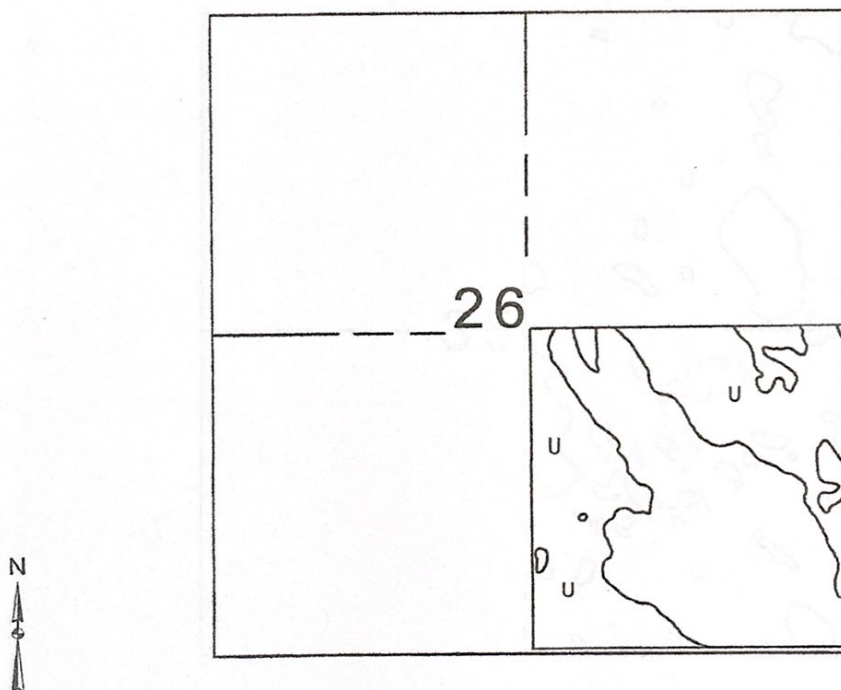
UNITED STATES DEPARTMENT OF INTERIOR
U.S. FISH AND WILDLIFE SERVICE
EXHIBIT "A"

TRACT: 527X

Map: 1 of 2

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

T. 111 N., R. 65 W., 5th Principal Meridian
Section 26, SE¼.



Scale: 4" = 1 mile


This map delineates wetlands referred to in the easement conveyance dated 4/7/2020, 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.

Wetland Sustainability Fund I, LLC


By: Dan Thiel
Wetlands America Trust, Inc.
By: Dan Thiel, Chief Operating Officer

Print Title: Managing Member
Title: Managing Member

Legend:

 Boundary of Easement Description

U Upland

 Wetlands Covered by Provisions of the Easement

Map prepared by: Brenda Houge, Realty Specialist

Date: 3/26/2020

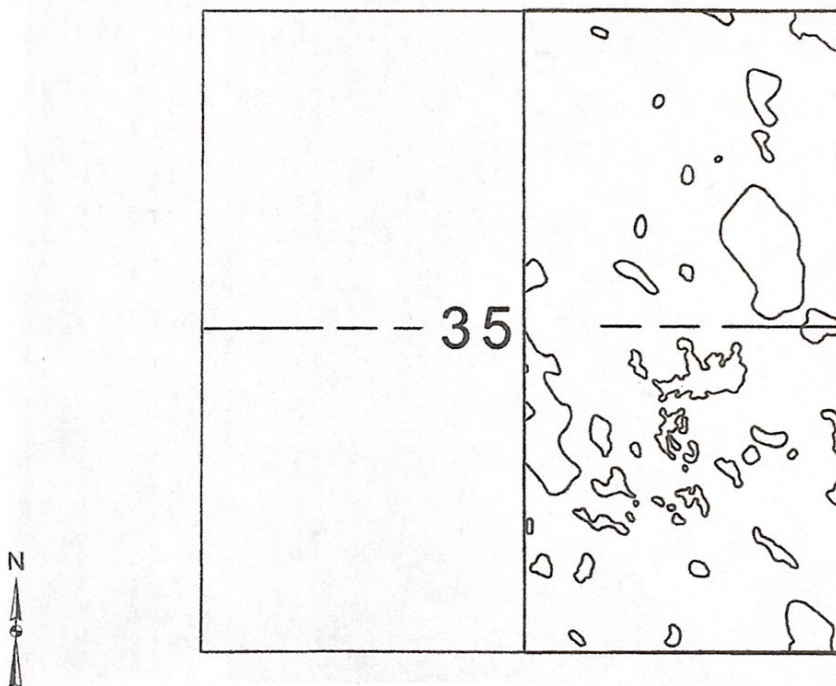
UNITED STATES DEPARTMENT OF INTERIOR
U.S. FISH AND WILDLIFE SERVICE
EXHIBIT "A"

TRACT: 527x

Map: 2 of 2

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

T. 111 N., R. 65 W., 5th Principal Meridian
Section 35, E $\frac{1}{2}$.



Scale: 4" = 1 mile

This map delineates wetlands referred to in the easement conveyance dated 4/7/2020, 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.

Wetland Sustainability Fund I, LLC

By:


Dan Thiel
Wetlands America Trust, Inc.
By: Dan Thiel, Chief Operating Officer

Print Title:

Managing Member
Title: Managing Member

Legend:

— Boundary of Easement Description

 Wetlands Covered by Provisions of the Easement

Map prepared by: Brenda Houge, Realty Specialist

Date: 3/26/2020

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

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5 pages

STATE OF SOUTH DAKOTA) SS
COUNTY OF BEADLE)
Filed July 31 20 20
Lo'clock 15 minutes pm
recorded in Disk 1J# 199C
of the records in my office.
Carla Olney
Register of Deeds
Huron Title Co.

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 Wetland Sustainability Fund I, LLC, a Delaware Limited Liability Company 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 **** Sixty Four Thousand Seven Hundred Twenty Five and No/100**** Dollars (\$64,725.00), 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 Beadle County, State of South Dakota, to-wit:

- T. 111 N., R. 65 W., 5th P.M.
Section 26, SE¼.

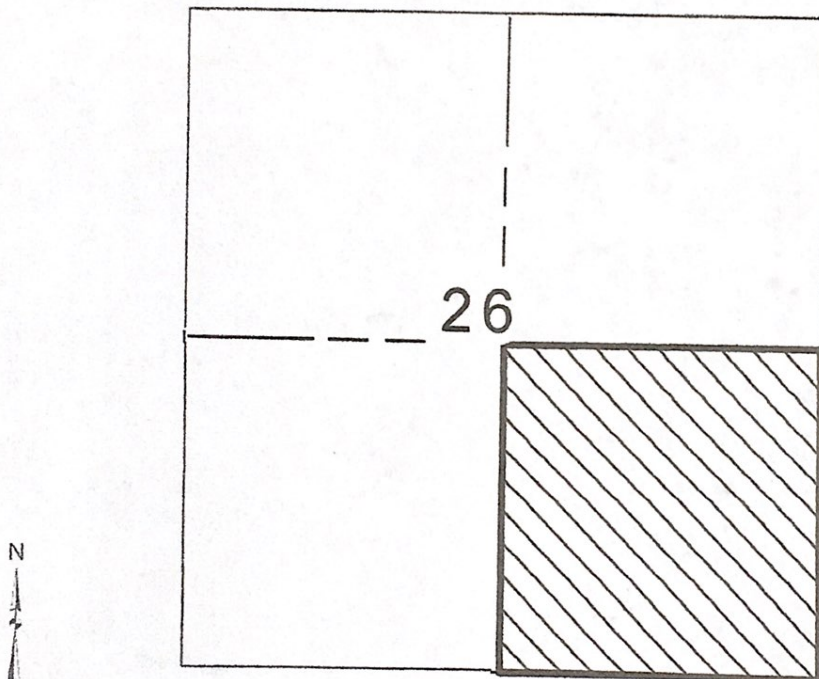
UNITED STATES DEPARTMENT OF INTERIOR
U.S. FISH AND WILDLIFE SERVICE
EXHIBIT "A"

TRACT: 5276

Map: 1 of 1

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

T. 111 N., R. 65 W., 5th Principal Meridian
Section 26, SE¼.



Scale: 4" = 1 mile


This map delineates lands referred to in the easement conveyance dated 4/7/2020, which the parties of the first part agree to maintain as a Wildlife Management Area.

Wetland Sustainability Fund I, LLC

By: Dan Thiel
Wetlands America Trust, Inc.
By: Dan Thiel, Chief Operating Officer

Print Title: Managing Member
Title: Managing Member

Legend:

- Boundary of Easement Description
 Lands covered by provisions of the easement

Map prepared by: Brenda Houge, Realty Specialist

Date: 3/26/2020